

complete said purchase; entered into an agreement with his Father, George B. Care, by which the entire negotiations for for and the completion of said purchase was to be made in his, George B. Care's name and your Orator was to pay, from time to time out of his earnings, the purchase price for said land and the title so taken in the name of George B. Care was as soon as your Orator arrived at age to be conveyed and transferred to your Orator. That in pursuance of said agreement the said George B. Care proceeded to purchase said lots of ground and took title to the same in his own name--and -- there was borrowed of the Peoples National Bank of Brunswick the sum of \$150.00 on a promissory note, with your Orator and the said George B. Care as joint makers, which sum was a part of the purchase price for said lots and which has been fully paid and discharged by your Orator, and, the further sum of \$350.00 of the purchase money was borrowed from the Real Estate and Improvement Company, payment of which is secured by the mortgage Exhibit No. 2, and, to which mortgage your Orator is a party, and, of which sum there was due January 1st 1920 the sum of \$210.33 and further reduced by subsequent payments made by your Orator and all of which as to both principal and interest was made by your Orator out of his earnings and none of which was paid by the said George B. Care. Yet, your Orator avers, that while he arrived at the age of 21 years some three years ago, the said George B. Care, did not transfer and convey to your Orator the land mentioned in Exhibit No. 1 as he agreed to do and died without ever having made said conveyance to your Orator of said lots.

5th.-- And your Orator is advised and so charges that the said lots or parcels of land mentioned described and conveyed in Exhibit No. 1 and so conveyed to the said George B. Care, descended at the decease intestate of the said George B. Care to his Widow, Ida L. Care, and to his children William L. B. Care and Vernon L. Care, Infant., as his heirs at law, impressed, however, with a resulting trust in favor of your Orator, William L. B. Care, who has paid all the purchase money, <sup>so</sup>fer paid for the said lots or parcels of land and who now desires to pay the balance of said purchase money so as aforesaid secured by said mortgage Exhibit No. 2. And your Orator further avers that he is without adequate remedy at law. Wherefore your Orator prays:---

1st -- That the said real estate mentioned, described and conveyed to the said George B. Care, now deceased, in the said Exhibit No. 1 to the Bill of Complaint, being lots No. 16 and No 17 in Block No. 19 on the Plat of the Real Estate and Improvement Company's second sub-division of part of Brunswick, dated July 24th, A.D. 1890, and duly recorded in the Land Records of Frederick County, may be, by Decree of your Honorable Court to be the land and property of and the estate of your Orator, William L. B. Care and impressed with a resulting trust in his favor, subject to the lien of the mortgage Exhibit No. 2 in this cause or such part thereof as remains unpaid.

2nd. --- That a trustee may be appointed by Decree of your Honorable Court to convey said real estate to your Orator, subject to the lien of said mortgage.

And for General Relief.

And your Orator prays for the following process

That the writ of sub-poena may issue directed to the Sheriff of Frederick County and commanding the said Ida L. Care, widow of George B. Care, deceased, and the said Infant Defendant, Vernon L. Care and Viola L. Care his wife, to be and appear in your Honorable Court either in person or by Solicitor on some day certain to be named therein, and answer the premises and show cause why a decree should not pass as prayed for and abide by and perform such decree as may be passed therein.

And as in duty etc will ever pray etc.

(Filed April 14th, 1920)

Albert S. Brown  
Solicitor for the Plaintiff