sum of Five Thousand Dollars ($5000), the purchase price of the personal property, on or before the first day of February, 1926, both of said Contracts, however, containing the priviso that "the consent of the creditors of the said Charles A. Collins is obtained to said sale, on or before said date," being February 1, 1926, as by reference to said Contracts will more fully appear.

THIRTEENTH; That while your Orator is advised, amd believes, that the said sale, thus attempted to be made, is an advantageous one, that the price offered by the said Catherine C. Notnagle represents the fair marked value of the property, andmwhile your Orator is further advised and believes, that it would be to the interest and benefit of all the creditors, and of the estate of the aid Charles A. Collins, to have said sale consummated, yet, your Orator is further advised and avers, that the only way that this can be legally done, is through th intervention of your Honorable Court, for the reason that the Notice to Creditors, given by the said Frances M. Collins, Executrix, in accordance with Code, Art, 93, Sec. 113, does not expire until April 18, 1926, and the records of the Orphans' Court show, as hereinbefore alleged, that the personal estate of the decedent is insufficient to pay his debts.

FOURTEENTH; That, in addition to this fact, as aforesaid, the land mentioned in the deed from the Frederick Land and Improvement Company to the said Charles A. Collins, bearing date April 7, 1920, (Exhibit "D" hereinbefore referred to) is not included in the sale to the sqid Catherine C. Notnagle, and the sale of this land is also necessary, to aid in the payment, as far as it can, of the debts of the said Charles A. Collins .

FIEFTEENTH: That your Orator is informed and believes, that the said personal estate, aforesaid, is not sufficient to discharge all the debts due and owing by the said Charles A. Collins, at the time of his death, but they are advised that the same is now in the hands of Frances M. Collins, Executrix, etc., and ought to be applied to the payment of the claims of your Orator, and the other creditors of the said Charles A. Collins, so far as the same will extend, and that any deficiency in said personal estate ought to be supplied by a sale of all of the real estate of the aforesaiddebtor, Charles A. Collins, or such part thereof as may be necessary for this purpose. WHEREFORE, your Orator prays for the following relief;

(1) That the sale, attempted to be made by the said Frances M. Collins, Executrix, to the said Catherine C. Notnagle, under the contracts of December 31, 1925, hereinbefore referred to, be ratified by this Court, and that a Trustee be appointedmto convey and transfer the same unto the said Catherine C. Notnagle, upon the payment of the balance of the purchase money, as shown in said contracts.

(2) That, if this cannot be legally done, then the said real estate, mentioned in said Contract, be sold by your Honorable Court, for the purpose of paying the debts of the said Charles A. Collins.

(3) That all of the other real estate of which the said Charles A. Collins died seized and possessed, be also sold for the purpose of paying the debts of the said Charles A. Collins, if the same be found necessary.

(4) That your Orator may have all such other and further relief as the nature of its case may require, and as may be proper and just in the premises.

AND your Orator prays for the following process;

That the writ of Subpoena be issued in the usual form. for the purpose of summoning into Court the Defendants, all of whom reside in Ffederick County, Maryland, except George A. Pearre, Junior, Trustee, Mortgagee, who reside at Comas, Montgomery County, Maryland.

And as in duty, etc.

Leo Weinberg.
Attorney for Plaintiff.

STATE OF MARYLAND, FREDERICK COUNTY, Sct;-

I hereby certify that on this twelfth day of January, 1926, before me, the subscriber, a