mentioned real estate descended by operation of law, to-wit: A son, L. Earl Rice, also known as Louis Earl Rice, whose wife's name is Marie V. Rice; and a son, Arthur E. Rice, unmarried, who is now, and ever since the 15th day of December, 1938, has been committed to the Springfield State Hospital for the Insane at Sykesville, Carroll County, Maryland, pursuant to the terms and provisions of Section 1 of Article 59 of the Public General Laws of Maryland, although to date no committee or trustee has been appointed to superintend or take care of the person or estate of the said Arthur E. Rice, and that the said Arthur E. Rice is now suffering from mental disability which renders him incompetent to act for himself in the discharge of normal business relationships.

3. That on the 11th day of December, 1939, the said L. Earl Rice and Marie V. Rice, his wife, individually, and L. Earl Rice, next friend of Arthur E. Rice aforesaid, entered into a written agreement with Ernest W. Fry of Frederick County, Maryland, which by the terms and provisions thereof, subject to the approval and confirmation of your Honorable Court, they agreed to sell unto the said Ernest W. Fry the hereinbefore described real estate, and the said Ernest W. Fry agreed to purchase the said real estate, at and for the sum of Eight Hundred Fifty Dollars ($850.00), upon the terms and conditions more particularly set forth in the said Contract of Sale, a copy of which is filed herewith as Exhibit "B" and which is prayed may be taken and considered a part hereof.

4. That the sale proposed in said Contract of Sale aforementioned is subject to a five per cent (5%) commission to be paid to Emmert R. Bowlus, Esq., Frederick, Maryland, realtor, who obtained the purchaser for said real estate, which said commission is the obligation of the Vendors set forth in said Contract of Sale.

5. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled thereto, and that it would be to the best interest and advantage of the said Arthur E. Rice, incompetent, and all other persons interested in said real estate to have said Contract of Sale confirmed by your Honorable Court, and to have said real estate, upon the payment of the purchase money hereinbefore mentioned, conveyed to said purchaser, or to such person or persons as he may designate, by such person or persons as your Honorable Court may appoint for that purpose.

WHEREFORE, your Petitioners pray that your Honorable Court may ratify and confirm the aforesaid Contract of Sale and appoint some person or persons to convey said real estate to the purchaser thereof upon the payment of the purchase money mentioned in said Contract of Sale, and to bring the said purchase money into your Honorable Court for distribution to the several parties entitled thereto.

And for such further relief as the nature and equity of the case may require.

MAY IT PLEASE YOUR HONORABLE COURT to grant unto your Petitioners a writ of subpoena against the said Arthur E. Rice, commanding the said Defendant to be and appear in this Court at some certain date to be named therein to answer the premises and to abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Marie V. Rice

Amos A. Holter
Solicitor for Plaintiffs

L. Earl Rice
Individually and next friend
of Arthur E. Rice, incompetent

STATE OF MARYLAND, CITY OF BALTIMORE, TO-WIT:

I hereby certify that on this 23 day of December, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared L. Earl Rice, also known as Louis Earl Rice, and Marie V. Rice, his wife, individually, and L. Earl Rice, next friend of Arthur E. Rice, incompetent, the said parties being known to me to be the said L. Earl Rice and Marie V. Rice, his wife, and made oath in due form of law that the matters