property owned on the part of Golden W. Corrick and Mattie Corrick, his wife, This objection seems to be obviated by the fact that Golden W. Corrick and Mattie Corrick, his wife, on or about December 1st, 1927, took possession of said property, have been living thereon since that time and on July 2, 1928, paid to Alban M. Wood, Trustee, the sum of One Thousand ($1,000.00) Dollars as part payment for said property and have requested a loan from the Relief Department of the Baltimore and Ohio Railroad Company, by which Company Golden W. Corrick is employed as an engineer.

FOURTH: That by the terms of the contract of sale filed in this cause, the deed was to be delivered on the 1st day of October, 1927, which date was changed to April 1st, 1928, at the hearing of the objections mentioned in the petition, by agreement of the purchasers, which latter date was also changed by mutual consent of your Trustee and the purchasers for reasons set out hereafter.

FIFTH: That the Court further, in its opinion, delayed the ratification of the sale until corners should be established on the property for the purpose of ascertaining the outlines to the lots herein sold and pursuant to that direction by the Court, Emory C. Crum, the official surveyor of Frederick County and the surveyor who originally laid out Macklin's Addition, did place certain markers and corners on said property, including stones at each of the four corners at the intersection of First Avenue and "A" Street on said plat, and a description of Lot No. 3 in block B, on aforesaid plat of Macklin's Addition to Weverton, Maryland, is as follows: Beginning at a stone standing at the southeast corner of A Street and First Avenue and running thence by and with the east side of A Street 27¼ W - 204 ft. to the north side of the state road; thence by and with the same S. 58 3/4 E - 107 ft.; thence N. 27¼ E - 204 ft. to an iron pin, (said iron pin being set out on said plat), on the south side of First Avenue; thence by and with the same N 58 3/4 W. - 107 ft. to the place of beginning.

SIXTH: That in running the lines of the lots herein sold it developed that a spring represented at the time of the sale of the property to Golden W. Corrick and Mattie Corrick, his wife, to be located on one of the lots in the contract of sale, was not on the property herein sold and that in order for the purchasers to secure the rights to said spring, the only available water supply, without enormous expense to the purchasers, was the purchase of two additional lots from Col. and Mrs. Macklin, which said Macklins agreed to sell for the sum of One Hundred Fifty ($150.00) Dollars.

SEVENTH: That your petitioner, as well as the purchasers, do not believe it a fair proposition that they should bear all of the expense of the purchase of these additional lots to secure to them the rights to the spring originally represented as being on the property sold by the contract of sale herein and your petitioner therefore recommends that the sum of Seventy-five ($75.00) Dollars, one-half of the purchase price of these lots, be deducted from the purchase price of Thirty-four Hundred ($3400.00) Dollars, as set out in the contract of sale, which said deduction is satisfactory to the said Golden W. Corrick and Mattie Corrick, his wife.

EIGHTH: That in order to properly locate the lots herein sold to Golden W. Corrick and Mattie Corrick, his wife, it became necessary to make a survey of same, which survey was made by Emory C. Crum at a cost of Nineteen ($19.00) Dollars, which said sum your Trustee requests that he be allowed by this Court.

NINTH: That upon investigation by the Trustee it was ascertained that there was a balance due to the Maryland Motor Machine Company on its judgment of Eleven Hundred Ninety ($1190.00) Dollars, dated August 13, 1923, amounting to Two Hundred Eighty-six Dollars and Five ($286.05) Cents, to which it was necessary to add Twelve ($12.00) Dollars costs and interest at the rate of six per (6%) cent. from said date to the time of settlement, which would make said obligation total more than Four Hundred ($400.00) Dollars, but by agreement between your Trustee and the Maryland Motor Machine Company said judgment was settled for the sum of Three Hundred Fifty ($350.00) Dollars.