the 21st day of February, 1946, respectfully shows unto your Honorable Court:

FIRST: Answering the first paragraph your respondents admit that on the 17th day of February, 1941, the Circuit Court for Frederick County passed an Order appointing Leslie N. Coblentz and Benjamin B. Rosenstock as Receivers of Albert Segaloff individually and trading as Charles A. Segaloff and Son, with full power and authority to take charge of the property, goods, moneys, books, papers and effects of and belonging to Albert Segaloff.

SECOND: Answering the second paragraph your respondents admit that a bond in the penalty of $3000.00 was executed by said Receivers and approved by the Clerk of the Circuit Court, but aver that the premium for said bond was paid for the period of one year only.

THIRD: Answering the third paragraph your respondents admit that the Receivers possessed property belonging to the said Albert Segaloff, and pursuant to an Order passed on the 22nd day of February, 1941, the said Receivers were authorized to operate the store and premises at Nos. 11 and 13 South Market Street, for a period not exceeding thirty days, and on the 13th day of March, 1941, the said Receivers were further authoriced to operate said store for an additional period of fifteen days.

Further answering said paragraph your respondents admit that from the papers filed in this cause, that the goods and chattels possessed by said Receivers were sold, which sales were duly reported to and ratified by your Honorable Court.

FOURTH: Answering the fourth paragraph your respondents admit that the premises known as Nos. 11 and 13 located on the West side of South Market Street, was appraised by appraisers appointed by your Honorable Court and that said appraisers appraised said real estate at $10,000.00, and that at said time, according to the Petition of Receivers there was on said real estate a mortgage of $9000.00 held by the Farmers & Mechanics National Bank.

Further answering said paragraph your respondents say that never at any time had the Receivers taken possession of the real estate mentioned in this cause and your respondents aver that if Receivers ever intended to take possession of said real estate they abandoned that view upon receipt of the appraisement; that the Receivers have taken no interest in the real estate since the clsoing of the store in March of 1941, until the _____ day of April , 1941, when your respondents admit a Petition was prepared by said Receivers seeking authority of your Honorable Court to enter into a lease of the real estate, but that your Honorable Court refused to sign the same and the lease was then executed by the parties in interest without the signatures of the Receivers.

Further answering said paragraph your respondents aver that if Receivers at any time took the real estate in possession they have long since abandoned said possession.

FIFTH: Answering the fifth paragraph your respondents admit that on August 20, 1941, an Audit was ratified by your Honorable Court distributing all the funds in said Receivership, and since said date no act or acts have been done or committed by said Receivers concerning this equity cause.

SIXTH: Answering the sixth paragraph your respondents say that on October 1, 1945, they has no knowledge of any offer being submitted to the Receivers for the sale of the real estate herein mentioned, and aver that they did purchase from the owners of said real estate the real estate mentioned in these proceedings and received a deed therefor, a certified copy of said deed not being filed with the papers in this cause, respondents are uncertain whether the deed mentioned therein is the deed which they acquired from the legal owners mentioned in said paragraph.

Further answering said paragraph your repsondents admit that they did thereupon execute a mortgage to the Fredericktown Savings Institution.

SEVENTH: Answering the seventh paragraph your respondents deny that the sale of the