six; and your Respondent further says that the agreement of lease of the said real estate prepared in accordance with the said petition was so drawn for the said receivers to join therein as parties lessor, but that following the refusal of your Honorable Court to pass an order authorizing the receivers to join in the said lease, the names of the receivers are stricken out of the lease before its execution, as may be seen by an inspection of a copy thereof; and your Respondent further says that in April, Nineteen Hundred and Forty-one, the title to the said real estate was vested as to a one-half undivided interest therein in your Respondent, Albert Segaloff, under a deed from his father, Charles Segaloff, bearing date on the eighth day of October, in the year Nineteen Hundred and Thirty-eight, and recorded in Liber No. 414, folio 213, one of the Land Records of Frederick County, and the other one-half undivided interest therein was vested in Mrs. Nettie Stone Friedman, the widowed sister of the said Charles Segaloff, for and during her natural life and at her death the remainder to Ethel Stone Ulrich, the daughter of the said Nettie Stone Friedman, and the said Albert Segaloff, son of the said Charles Segaloff, share and share alike, by a devise under the will of the said Charles Segaloff, probated on the thirty-first day of July, Nineteen Hundred and Forty, and recorded in Liber R.L.L. No. 1, Folio 38, one of the Records Books for Wills in the Office of the Register of Wills for Frederick County; and that the said real estate was under a lien of a certain mortgage thereon to the Farmers & Mechnics National Bank in the sum of Nine Thousand Dollars; and your Respondent further says that in view of the appraisement, and of the lien of the said mortgage and the limited interest of the said Albert Segaloff in the said property, the Receivers took no action whatsoever as to the said real estate but abandoned the same and the said real estate was leased by all the parties having an intherest therein to Harry Kessler, Edward Kessler and Stella Kessler, his wife, until the sale of the said real estate to the said Harry Kessler, as hereinafter set out.

FIFTH: Answering Fifth Paragraph of said Petition, your Respondents admit that an audit was stated and ratified in the month of August, Nineteen Hundred and Forty-one, and that the receivers promptly dispersed the monies in their hands among the persons entitled thereto and your Respondent asserts that the receivership was thereby terminated, and ended, and that such was the understanding of all the parties to these proceedings. Your Respondent further says that Butler Bros., a body corporate, who filed the Bill of Complaint in this cause, on the eleventh day of May, Nineteen Hundred and Forty-two, secured a judgment in your Honorable Court against this Respondent, Albert Segaloff, and extended the said judgment for the sum of Five Hundred and Eleven Dollars and Sixty-nine Cents, being the unpaid portion of the claim on the twenty-third day of January, in the year Nineteen Hundred and Forty-three, in No. 40 Trials, December Term, 1942, and your Respondent says that other creditors sued him in assumpsit, in Frederick and Baltimore on the unpaid portion of their claims.

SIXTH: Answering the Sixth Paragraph of said Petition your Respondent says that he has no information regarding any offer to purchase said real estate made to said receivers and repeats that the said receivers had no right to sell the said real estate and your Respondent admits that he, together with the holders of other interests in the said real estate, sold and conveyed the real estate to Harry Kessler and Stella Kessler, his wife, by deed bearing date on the twenty-seventh day of September, Nineteen Hundred and Forty-five, and your Respondent further admits that the said purchasers executed a purchase money mortgage to the Frederick - town Savings Institution as will appear from the mortgage itself.

SEVENTH: Answering the Seventh Paragraph of said Petition your Respondent says that the sale of the said real estate by your Respondent and the parties in interest is good and valid and that the said deed conveyed all the interest of the said Albert Segaloff in and to the said property to the grantee therein and your Repsondent denies that any of the consideration