which he received from the sale of the said property was properly an asset of this receivership to be accounted for therein; and your Respondent emphatically denies that he is in contempt of your Honorable Court technically or otherwise and your Respondent says that he never at any time throughout these proceedings did or intended to act contrary to the authority of your Honorable Court and your Respondent further says that after your Honorable Court declined to pass the order authorizing the receivers to join in the lease of the said property that the said receivers had no interest in the said property whatsoever.

And havin fully answered your Respondent prays to be hence dismissed with his reasonable costs.

And your respondent will ever pray &c.

Parsons Newman
Solicitor for Albert Segaloff
Respondent

Filed March 14, 1946.

OPINION AND DECREE

BUTLER BROTHERS, INC.,	"	NO. 14,296 EQUITY.
VS.	"	IN THE CIRCUIT COURT
ALBERT SEGALOFF and CHARLES SEGALOFF AND SON.	"	FOR FREDERICK COUNTY,
	-----"-----	IN EQUITY.

OPINION AND DECREE

Leslie N. Coblentz and Benjamin B. Rosenstock, through their Attorney, Sherman P. Bowers, filed a petition in this cause on the 21st day of February, 1946, asking the Court to vacate and set aside a deed dated September 27, 1945, from Albert Segaloff et al, holders of the equitable title in certain real estate which they conveyed to Harry Kessler and Stella Kessler on said date and described in the deed of conveyance.

Testimony concerning the matters set out in the petition was taken in open Court on April 26, 1946, and the facts established by the evidence produced at that time, and other proceedings in the case, are as follows:

The petitioners were appointed in this cause as Receivers on February 17, 1941, by the Court (Judge Delaplaine). Thereafter, on the 19th day of February, 1941, they filed their bond in the penalty of $3,000, conditioned upon the faithful discharge of their duties. The bond was for the period of one year and it was not renewed nor was any subsequent bond given by the Receivers thereafter. As a consequence the bond expired on the 19th day of February, 1942. On February 21, 1941 an appraisal was made of the personal property consiting of stock in trade, fixtures and office equipment, and said appraisal amounted to the sum of $4,485.26. The Receivers for a short period of time continued to operate the business and thereafter disposed of all remaining personal property. On April 19th they filed report showing aggregate amount of sales in the amount of $3,231.51. Notice was then given to creditors and an audit was stated on August 4, 1941, which provided for the payment of all expenses and costs, commissions to the Receivers and a solicitor's fee to Sherman P. Bowers, their attorney of record. The balance in hand was distributed among the common creditors pro rata, and said audit was finally ratified and confirmed on August 20, 1941. Prior to the ratification of said audit and distribution referred to, to-wit, on the 21st day of April, 1941, the Receivers pursuant to an order of Court (Judge Willard) caused the real estate now in question to be appraised, and the report of the appraiser placed a value of $10,000 upon said real estate. At the time of the appraisal the property was encumbered with a mortgage lien in the amount of $9,000 due the Farmer and Mechnics National Bank of Frederick, Maryland. The interest of Albert Segaloff in the real estate was a one-half undivided interest in possession and a one-half undivided interest in the remainder of the other half, all subject to the potential dower of his wife. In addition to the $9,000, there was also due the mortgagee