ALBERT SEGALOFF and
CHARLES SEGALOFF&SON.

IN EQUITY

No. 14,296 EQUITY

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition and Report of Charles McC. Mathias and Benjamin B. Rosenstock, Receivers, in this cause, respectfully shows:-

1. That in the opinion of the Court of Appeals of Maryland, filed March 13, 1947, in the case of McC. Mathias vs. Segaloff, et al; 51A. 2nd 654, being an appeal, from your Honorable Court, the Court through Chief Judge Marbury, among other things observed:

"The deed made by Albert Segaloff is subject to the right of the receivers to sell his interest in the property, and the purchasers acquired only what he could give them. It may be possible that some settlement will be made which will protect the rights of the creditors and render unnecessary a sale of the Segaloff interest by the receivers. If such settlement is not made, then the chancellor should pass an order directing the receivers to sell the interest of Albert Segaloff.

2. That since the receipt of the mandate in the aforesaid cause, your Receivers and their counsel have been conducting negotiations in compliance with the spirit of the aforesaid opinion with the debtor, Albert Segaloff, and the purchasers, Harry Kessler and Stella Kessler and their respective Solicitors.

3. That as a result of said negotiations, your Receivers have received from Harry Kessler and Stella Kessler an offer to purchase all the right, title and interest in the real estate designated as Nos. 9-11, South Market Street, city and county of Frederick, State of Maryland, of the said Albert Segaloff, said offer being in the sum of Forty-five Hundred and Seventy-one Dollars, ($4,571.00), subject to ratifications by this Honorable Court, and have received as earnest money thereof cashiers' checks for said amount.

4. The settlement price was arrived at by considering the offer of the third-party (appellant's appendix, p. 35), that was made simultaneously with the attempted conveyance of the Albert Segaloff interest. This offer for the naked Legal interest of Albert SegalOff was four thousand dollars, ($4,000.00); at the time it offered seventeen thousand and five hundred dollars ($17,500.00) for the complete title to the said real estate. This thrid-party offer for the very interest that your receivers gad for sale was adjusted on the basis that the offer for the whole bore to the selling price of the real estate, i.e., twenty thousand dollars ($20,000.00). Your receivers believe and therefore aver that this represents the full and adequate value of said interest of Albert Segaloff.

WHEREFORE, your Petitioners pray:-

1. That your Honorable Court will authorize these receivers to enter into a contract of sale with Harry Kessler and Stella Kessler for the sale of the interest of Albert Segaloff in and to the real estate aforesaid at and for the sum of $4,571.00.

2. And for such other and further relief as the cause may require.

And as in duty bound, etc.

Charles McC. Mathias
Charles McC. Mathias

Benjamin B. Rosenstock
Benjamin B. Rosenstock
Receivers.

Sherman P. Bowers
Sherman P. Bowers,
Solicitor for Receivers.

STATE OF MARYLAND,
COUNTY OF FREDERICK, to-wit:-

I HEREBY CERTIFY, That on this 29th day of November, A.D. 1947, before me, the subscriber a Notary Public of the State of Maryland, in and for Frederick County aforesaid, personally appeared Charles McC. Mathias and Benjamin B. Rosenstock, Receivers, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and