

finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding Order Nisi on Sales, as shown by the printer's certificate filed herewith, and the case is hereby referred to the Auditor to state an account.

Patrick M. Schnauffer
Judge of the Circuit Court for Frederick County.

Filed December 31, 1952

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BILL OF COMPLAINT

JUNE W. OTT ALSO KNOWN AS	:	NO. 17480 EQUITY
MRS. PAUL OTT	:	IN THE CIRCUIT COURT
VS.	:	FOR FREDERICK COUNTY,
HELEN R. COMBS, FAIRVIEW	:	MARYLAND,
FEDERAL SAVINGS & LOAN ASSOCIATION,	:	IN EQUITY
A BODY CORPORATE, AND HELEN BELL.	:	

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of June W. Ott, also known as Mrs. Paul Ott, respectfully shows unto your Honorable Court:

FIRST: That one of the Defendants, Helen R. Combs, is the owner of a lot or parcel of land situate in the city, district and county of Frederick, in the State of Maryland, on the northerly side of Highland Street, formerly known as The Sisters Hill or Fair Grounds Road, which said land was acquired by said Defendant by deed dated December 24, 1945, from Albert Nickel et ux. to said Defendant and her husband, Floyd G. Combs; the said Floyd G. Combs having since said conveyance departed this life and title thereto vested in the said Defendant as surviving tenant by the entireties as will more fully appear from a certified copy of said deed filed herewith and prayed to be considered as a part hereof and marked Exhibit Deed.

SECOND: That your Oratrix, through her agent, Paul H. Ott, had agreed with the Defendant, Helen R. Combs, to keep said Defendant's rear lot or garden free of tall grass and weeds and for that purpose had plowed the same in the late spring of 1952 and planted a crop of potatoes and other vegetables thereon with the exception of the southerly portion of said lot that is occupied by a chicken house; that on or about June 27, 1952, your Oratrix and said Defendant entered into an agreement whereby said Defendant sold and your Oratrix purchased all of said real lot except the southwest portion thereof that was divided therefrom by a division line running from the southeast corner of said part of a lot from an iron fence post diagonally across the same in a northwesterly direction so as to cause said chicken house to be situate on the southwestern portion thereof retained by the Vendor, one of the Defendants herein; that on or about said date the said Defendant executed a receipt to your Oratrix, acknowledging the payment of \$5.00 as a down payment on the back lot, the balance of Three Hundred Ninety-Five Dollars (\$395.00) to be paid when the then Mortgagee, The Farmers & Mechanics National Bank of Frederick, would release from the lien of its mortgage, the land bargained to be conveyed.

THIRD: That in reliance upon said agreement, your Oratrix, through her agent, Paul H. Ott, sowed barley as a fall cover crop upon the harvesting of the crops aforesaid; that your Oratrix, through her aforesaid agent, contacted the aforesaid lien holder which stated it would be willing to release said land from the lien of its mortgage upon the payment of the purchase price by said Defendant to it; that your Oratrix has on numerous occasions offered to pay the balance of said purchase price of Three Hundred Ninety-Five Dollars (\$395.00), but that the Defendant, Helen R. Combs, has refused to convey said land.