

used in the same materials purchased by it from, the South Cumberland Planing Mill Company, in the amount of Four Hundred Fourteen Dollars and Twenty-six Cents (\$414.26), the Wilson Hardware Company, in the amount of Two Hundred Twelve Dollars and Three Cents (\$212.03), Merwin McKaig, in the amount of One Hundred Eight Dollars and Nine Cents (\$108.09), the Cumberland Cement and Supply Company, in the amount of One Thousand One Dollar and Twenty-one Cents (\$1,001.21), the Grant Lumber and Supply Company, in the amount of Twenty-two Hundred Ninety-six Dollars and Twenty-six Cents (\$2,296.26), the Motor Transfer Company, in the amount of Two Hundred Ninety-nine Dollars and Fifty Cents (\$299.50), and from Brinker Brothers, in the amount of Nine Hundred Dollars (\$900.00), and

WHEREAS, Said Baltimore Fireproofing Company was adjudged a bankrupt in the District Court of the United States for the District of Maryland in the early part of the year 1929 before it paid any part of its said indebtedness to its said creditors and it was greatly insolvent at the time of its said adjudication in bankruptcy and said creditors received no payment on account of their said bills from the Trustee in Bankruptcy, and

WHEREAS, The said creditors of said bankrupt company for various and technical reasons, the principal one being that the legal title to the real estate upon which the building was erected was vested in the Mayor and City Council of Cumberland, a municipal corporation, could not successfully file and maintain Mechanics' Liens against said property for the protection of their respective claims, and

WHEREAS, Because of the unpaid bills of the above named creditors, the said the Board of Governors of the Memorial Hospital of Cumberland withheld the final payment due the George A. Fuller Company, Contractor, amounting to approximately Twenty-five Thousand Dollars (\$25,000.00), which became due after the completion of said building, and refused to pay the same unless the contractor would voluntarily pay all of said creditors' unpaid bills, and

WHEREAS, Thereafter said contractor entered suit against said the Board of Governors of the Memorial Hospital of Cumberland to enforce the collection of said final payment, but before the trial of the same, said case was compromised and settled by the contractor accepting ap-