

I am Trustee for the children, and individually together with the other Plaintiffs have entered into the agreement with James J. MacKinzie and Laura T. MacKinzie, his wife, dated Feb. 18, 1921, and which is filed with the Bill in the case as Exhibit No. 2 for the sale of the 2 A. 2 P. & 18 sq. perches of land described by courses and distances as mentioned in said agreement, the same being a part of the land mentioned in Exhibit No. 1, for the sum of \$200.00 and other considerations as therein set forth subject to the ratification of the sale by the Court .

All of the Land mentioned in Exhibit No. 1 is vacant and unimproved and is yielding nothing to the owner except some firewood.

In my opinion the price of \$200. named in said Agreement is a fair and reasonable price for the land contracted to be sold therein and as much as could be reasonable be expected to be obtained for the same, and the said land cannot be divided without loss or injury to the parties interested and it would be for their interest and advantage, infant and adults, and advantageous to the parties concerned for the said contract of sale to be confirmed by the Court.

The land contracted to be sold is correctly described in the Plat made by Emory C. Crum and which I herewith filed as Exhibit No. 3.

I think the sale of this 3 acre and a fraction and its improvements by the purchaser is likely to enhance the remaining of the tract .

To the Gen. Int. by the Examiner.

Ans. Nothing further,

Alexander Knott.

ALBERT M. PATTERSON. a witness of lawful age produced on the part of the Plaintiffs being duly sworn and examined Viva Voce deposes and says as follows:-

My name is Albert M. Patterson; I am 62 years of age, I live in Emmitsburg, Frederick County, Md. I have examined the Contract of Sale Exhibit No. 2 mentioned in this case and know the land. The whole 17 acres is mountain land, unoccupied and unimproved. I believe that the price of \$200.00 for the 3 and a fraction acres sold to Mr. & Mrs. MacKenzie is a fair and reasonable price and as much as reasonably could be expected to be obtained for it. It is in fact a part a very good piece for their is not much timber left on this place. This land cannot be divided without loss or injury to the parties interested, and in my Judgment it would be for their interest and advantage both infants and adults, and advantageous to the parties concerned for this sale to be confirmed by the Court. The improvement of this land by the purchasers, which I understand is their intention, would enhance the value of the rest of the tract.

I am acquainted with Mr. Alexander Knott, who is present here to-day, and his wife, and I know some of their children.

To the Gen. Int, the Examiner.

Ans Nothing further.

A. M. Patterson.

JOHN A. HORNER; a witness of lawful age produced on the part of the Plaintiffs being duly sworn and examined Viva Voce deposed and says as follows:-

My name is John A. Horner; my age is 65 years; I live in Emmitsburg and know most of the parties to this suit.

I have examined the Contract of Sale (Exhibit No. 2) and know the land mentioned therein. It is all mountain land, unoccupied and unimproved. I consider the price of \$200. for the 3 and a fraction acres mentioned in the Contract a very good one, and believe that it be to the interest and advantage of the parties concerned, infants as well as adults, and advantageous to the parties interested for this Contract of Sale, to be confirmed by the Court. I do not see how they could expect to get more out of it