

He has never at any time given me any statement showing the receipts from the sale of crops raised on the farm, nor any account of expenditures made by him for fertilizer for crops; the taxes and insurance I have had to pay my-self for the years 1920; for the year 1921 he gave me \$200.00 as the total proceeds of the crops raised on this farm and I paid the taxes out of that; the taxes for that according to my recollection was \$151 or \$152.00 I will file the receipted tax bill as an exhibit as I do not have it with me now.

The fences and improvements on the farm are daily growing in worse and worse repair, the property is deteriorating in value and I am deriving practically no income from it, although my husband expected and intended that that I should have the income from it. I am deriving no income from it now and have had to use other moneys of my slender income to pay the taxes and insurance, and I am without any means to make any repairs at all. I have been advised that this property can be sold under a decree of the Court and the proceeds of the sale invested for my benefit during my life-time.

The farm is worth \$8000.00 or \$9000.00 and if sold the net proceeds would give me a comfortable income without any expense attached to the collection of it; and it would be to the best interest and advantage of myself and the remaindermen for the property to be sold and the proceeds invested according to the provisions of the Will;

On October last (1921) there was an agreement made between all of us by which this farm and the Mountain land was to be purchased by my son Floyd for the sum of \$7000.00 cash to be paid on or before April 1, 1922, My son did not pay the money on April 1, 1922, nor any part thereof, nor did he comply or offer to comply with the terms of that agreement which is herewith filed as Exhibit No. 3, at any time prior to the filing of this Bill. While that agreement spoke of his paying all cash and named \$7000.00 as the purchase price, my understanding was that he was that it was to be \$8000.00 (Excepted to) and I did not know that it was \$7000.00 in that agreement a good while after it was signed (Excepted to) Furthermore I learned that my Son Floyd was to pay his share of this \$7000.00 in his individual note and that he would not give any mortgage for the payment of it.

I was not satisfied with any such arrangement as that, nor am I satisfied with \$7000 as the purchase price for the farm and I revoke and annul my signature to that paper of Oct, 1921. I want the property sold at public sale under a decree of the Court, My husband wanted it sold, if sold at all, at public sale and the proceeds of that sale invested under the control of the Court, so as to yield me an income so that I will have something to live on just as my husband intended I should have, as it is now, all the income I get now have to be paid out in taxes and insurance and I have no means to make any repairs, even if it is my duty to do so.

#### CHIEF EXAMINATION

1 x Int. Can you give the exact amount you received from the farm in 1920?

Ans. I did not get any thing at all in 1920, except the corn crop. He did not pay me all at that time; I suppose that was for corn raised in 1919; I can not tell the amount; The farm was rented as shown; every party was to pay half and get half.

2 x Int. How much did you get for crops sold in the year 1921.

Ans. \$200.00 and in the year 1920, I did not get any thing, except the Corn crop of 1919 which was sold in 1920.

3 x Int. Do you know how much wheat was harvested in 1921;

Ans No sir; he never made me any statement of how much he raised or what it was sold for.

4 x Int. Did you have any agreement with your tenant regarding the fences and repairs to be made in the farm?