No. 6512. Equity.

In pursuance of the annexed order of the Court and notice given me by the Solicitor for the plaintiff in the above entitled cause, I Clayton O. Keedy one of the regular Examiners of said Court duly appointed qualified and sworn having assigned the 24th day of February A.D. 1896 at the office of Jacob Rohrbaugh in Frederick City as the time and place for taking the testimony in this cause and having given due notice thereof to the parties concerned, did at appointed time and place proceed to take the following testimony to-wit:

The plaintiff, filed with the Examiner as evidence Exhibit "A & B" which are hereunto returned by the said Examiner.

George W. Mont a witness of lawful age produced on the part of the Plaintiff being duly sworn and Examined Viva Voce deposes and says as follows:

My name is George W. Mont, my age 70 years residence near Lewistown Frederick Co. Md, I know all of the parties to this suit and am one of the defendants.

I knew Ann Rebecca Mont late of Frederick County. She was my wife, she is dead, she died at her home in Frederick County in April 1895 and left no will.

She left a husband at the time of her death who is myself and two daughters as her only heirs at law viz:-

(1) Sarah E. now the wife of James A. Biehl both of whom are adults over 21 years of age and who are the Plaintiffs in this case and reside in Frederick County.

(2) Julia Ann who was married to Charles E. Brown. She has died since her mother and left surviving her a husband, Charles E. Brown who is an adult residing in Frederick County and two infant children as her only heirs at law viz:- Willie Lee Brown who is about six years of age and Franklin Cowan Brown who is four years old and they both reside in Frederick County.

The said Ann Rebecca Mont at the time of her death was seized and possessed of a small farm containing 58 acres, situated in Lewistown District in Frederick County and which is worth about $1500 or 1800.= It is the same land which is described in Exhibit A now shown me excepting about fifteen acres thereof sold off in her lifetime to Thomas Geesey.

The said land could not be divided among the parties without loss and injury, because that would make the parcels too small and that is but one set of buildings on it I think it would be to the benefit and advantage of all the parties to have it sold and the proceeds divided and I am willing to take an allowance for my life estate according to the rules of the Court in such cases.

At the time of her death Mrs. Mont was indebted on a joint note with her husband for $250.= to Geo Geesey which was given for part of the purchase money for this farm. This note is still due and unpaid with interest from April 1. 1896. All of her other debts except the notes have been paid

To the Ques. Int by the Exam.

Ans I know of nothing further.

George W. Mont.