

No. 9231. Equity.

appear by written Contract signed by Mrs. Norman and Henry H. Brown and Lewis filed with Examiner, as Exhibit A. (Exhibit A. filed) The portion of the farm contemplated to be sold, under the terms of Exhibit A, is described by metes and bounds, areas and distances in Exhibit No. 3. filed in this cause, containing 3, acres 2, rods and 57 poles of being part of the farm described in Exhibit No. 2. and consists of a strip or neck of land at the northern most part of said farm located between the Lumpkin Road and the Pennsylvania Railroad called the York, Hanover and Frederick Railroad, controlled by the northern branch and is improved by a weather boarded dwelling and other out buildings. The price mentioned in the Contract, Exhibit A, agreed to be paid for said property, represents a fair and reasonable price for the same and its value. The land is situated in a most fertile and advantageous position to the balance of the farm and the sale of that portion mentioned in Exhibit No. 3, will not interfere with nor depreciate the balance of said farm - this property has been tenanted for a number of years and a value attached to it by the tenant himself and advantage of all parties that the same be sold, and especially to the advantage of the infants, as the property has been in the hands of tenants and it does not yield an income commensurate with the value of the property. In the general interrogatory, nothing further.

James A. Brown

Mrs. Mary E. Norman, a witness of lawful age, the affidavit being produced in her own behalf having been duly sworn, deposes and says: - My name is Mary E. Norman, I am the plaintiff and the mother of the two infants defendants - Mary E. Norman and Beck W. Norman. I have read the testimony of Mr. James A. Brown, the preceding witness in this cause and his description of the property described in Exhibit A, the Contract is correct, as I am familiar with the property sold, as mentioned in Exhibit A. The price named in the Contract is a fair and reasonable one and a fair value of the property mentioned. A sale of it would in no way interfere or diminish the value of the farm itself, as it is a neck of land along the railroad. It would be to the interest and advantage of all the parties and especially the infant defendants to have the property sold for the price named in the Contract Exhibit A. as the property is in the hands of the tenant and the rent derived from the property is not commensurate with the value of the property. In the general interrogatory, nothing more.

Mary E. Norman

Exhibits Nos. 1, 2 & 3, offered in evidence, no other witnesses being named or produced before me. I there at the request of the solicitor for the defendant, read the depositions so taken by me and now return them to your honorable Court this 28th day of March, 1908, at the City of Frederick, State of Maryland. Witness my hand and seal.

D. Princeton Buckley, Clerk

Costs of Depositions

James A. Brown Witness 75

D. P. Buckley Examiner 1 day 4.00

I hereby certify that the above costs are correct.

D. Princeton Buckley, Examiner

Agreement

Filed Feb. 26-1908, D. Princeton Buckley, Examiner

This Agreement made this 23rd day of April in the year A. D. 1907, by and between Mary E. Norman, of the first part and Henry H. Brown of the second part. Whereas: - that in consideration of the sum of Eighteen hundred dollars hereby agreed to be paid by the party of the second part, to the party of the first part on or before the first day of April, in the year A. D. 1908, the party of the first part does hereby agree to sell and convey by the simple deed to the party of the second part at the place aforesaid all that tract or parcel of land situate at Hanover Grove, in Frederick County, Maryland, being part of the home farm, of which William J. Norman, late of Frederick County, died seized and possessed, and beginning for the first corner intended to be conveyed or sold at a point on the Lumpkin road leading from Frederick City, to Summitburg, near a large tree near end of field which is to divide the land hereby intended to be sold, from the remainder of the farm, and running from said point, in the road in a westerly direction to the curb of said tree, thence West in a straight line, to the line of the O. & F. R.R. meeting the lands of the said R.R. at right angles, thence north and with the line of said farm to the lands of John Brown, thence East to the Lumpkin road, thence with the Lumpkin road on the one general line of the farm to the place of beginning. And the said tract supposed to contain about 2 1/2 acres of land more or less, and the said Henry Brown does hereby agree to purchase said tract of land, at and for the sum of Eighteen hundred dollars and to pay the purchase money on or before the first day of April, A. D. 1908, and to keep up all other covenants and provisions of this Contract. The said Mary E. Norman hereby agreeing from this sale the wheat crop intended to be sown on said tract, the straw to be delivered to cream, and the said Mary E. Norman, hereby further agrees to construct a fence dividing the lower half sold from the upper half of the farm, to be of post and rail high, said fence to be subsequently maintained as a joint fence. In testimony whereof we have hereunto affixed our hands and seals on the day and date above written.

Henry H. Brown, Mary E. Norman, By J. H. Brown, etc.

Test: Frank L. Storer

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