

weatherboarded building. I estimate this property to be worth about \$3500.00, and this figure I would consider a fair price for it. In my judgment \$3700.00 is a very good price for this property and as much as it could reasonably be expected to bring under the most favorable circumstances, and in my judgment a sale of the property at that price would be advantageous to all the parties concerned and interested in this house and lot and it would be to their benefit and advantage to have the same sold at that price and the sale ratified by the Court and the proceeds of the sale invested and held in lieu of the property itself for their use and benefit. In my judgment I think the interest on the net proceeds of sale would be better than the rent of the house in the future, in view of the taxes and keeping up of the property. Counting what the property would rent for and the taxes and expenses of keeping the property in repair, I think the interest derived from the investment of the proceeds of the sale would be better. The house is vacant now and has been I think since Mr. Snyder left there a couple months ago, and I think it was vacant before that for awhile.

To the general interrogatory propounded by the Examiner,  
Nothing Further.

Harvey R. Lease.

Milton G. Urner, a witness of lawful age, being first duly sworn and examined, viva voce, deposes and says as follows--

My name is Milton G. Urner, I am 74 years of age and reside in Frederick City. I was the executor of Mrs. Amanda S. Hedges' will and under the provisions of her will I had the control and management of this property in question from 1897 down to the early part of 1911, when Mrs. Lillian H. Talbott Humphrey became 21 years of age and when I turned it over to her. The best rent I could get for the property, in the first instance, was \$14.00 a month. I rented it to Mr. Grayson Bowers at that rental. When he left I rented it to E. B. Ramsburg, first at the same rate and afterward it was increased to \$16.00 a month, and shortly before Mrs. Humphrey became 21 years of age I rented it to Hammond Clary, I think for \$200.00 a year. The property required considerable repair. The cellar was damp and I could not keep water out of it. The result was the paper would get damp on the walls and get loose and required papering quite frequently. The taxes at the last assessment in Frederick City, I find amounted to about \$25.00 a year for city purposes alone. The State and county taxes were additional. In my opinion it would be advantageous to all the parties concerned for the property to be sold for \$3700.00 the amount that Mrs. Humphrey has contracted to sell it for, and the proceeds safely invested for the benefit of Mrs. Humphrey for life and after her death for her children, because the interest that would be received from the investment of the money would be considerably more than the net income from the rental of the property after paying taxes, insurance and cost of repairs. The property is the same described in Exhibit No. 2, being the deed from Samuel Dutrow to Amanda S. Hedges, dated the first day of April 1865, just at the close of the Civil War and when I find Mrs. Hedges paid \$2200.00 for the property. Of course there has been some improvement to the property since its purchase, by putting in sanitary conveniences. Exhibit No. 1 filed in this case and now filed with the examiner is a copy of the last will and testament of Mrs. Amanda S. Hedges. I personally knew Mrs. Hedges well in her lifetime and know Mrs. Lillian R. Talbott Hedges the plaintiff in this case, and have known her from her infancy. She is now married and living on the farm willed to her for life in Frederick County, and she has one child, Frank Talbott Humphrey. He is about 15 months old, and which is her only child. The house is now vacant, and I understand they have had some trouble in keeping it tenanted since Mrs. Humphrey took possession. Mrs. Humphrey has contracted through her agents Messrs. Albaugh and Harrington, for the sale of this property to Mr. Glenn O. Garber for the sum of \$3700.00 a copy of the agreement of sale being filed in this case marked Exhibit No. 3, and the original will be filed with the Examiner and returned with the testimony I believe from my knowledge of the property that the sale is an advantageous one and is for as much as could be obtained for the property under the most favorable circumstances, and for the