

when my brother died, and the said work has since been completed in a satisfactory manner.

before my brother's death he had arranged with one Michael A. Hemp to furnish him with money on mortgage to pay for said contracts with the builder; Mr. Hemp at that time already having a mortgage of \$500. on one of said lots, which note is dated Jan. 18, 1911, and recorded in liber 295 folio 50 &c., and a short time before my brother's death Mr. Hemp had advanced my brother \$500. on note as part of the \$1310. which he had agreed to loan him on Mortgage.

It would be to the benefit and advantage of the said Marie B. Lemen, widow, and Tabitha C. Lemen, the infant heir at law, to mortgage the said real estate for an amount sufficient to pay the mortgage due to Mr. Hemp, and the amount due Mr. Hemp on the note referred to and the balance due Mr. Johnson, the builder, which is \$810. and the interest accrued on said mortgage and note, and the costs and expenses of these proceedings, because the revenue from the rental of the two ^{new} houses and the old ones will be more than sufficient to pay the interest on the indebtedness and the taxes and insurance on said property, and will yield the widow and infant a considerable net income.

To the gen. Inq. by the Examiner.

Ans. That is about all I know, Sir.

Thos. T. Lemen.

William H. Van Meter, 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 William H. Van Meter; my age is 50 years; I reside in Brunswick, Frederick County Md., I know all the parties to this suit. I knew Willoughby N. Lemen late of Brunswick Frederick Co. Md. he is dead. he died on or about July 25 1913 and left no will. He left a widow Marie B. Lemen and an infant child Tabitha B. Lemen as his only heir at law. I know the real estate of which he died, seized and possessed and described in Exhibits A. & B. filed with this Bill.

At the time of his death he had contracted with Mr. James M. Johnson a contractor to build two new houses on said real estate for the contract price of \$1300. and the work was mostly completed when Mr. Willoughby N. Lemen died. Mr. Michael A. Hemp held a mortgage of \$500. on said real estate before the contract with Johnson was made, and he had agreed to lend Mr. Lemen \$1310. the contract price required to pay Mr. Johnson and had advanced \$500 of said amount to Mr. Lemen on note.

The houses have since been completed and are now occupied.

It would be to the benefit and advantage of the said infant and the widow to borrow on mortgage or some form of lien an amount sufficient to pay up the said indebtedness on said property and to complete paying the builder the balance due him on his contract for the reason that the said widow and infant will have a good and profitable investment in real estate of their means and will receive a net return which will enable them to live on.

To the Gen. Int. by the Exm.

Ans. Nothing Further.

William H. Vanmeter.

Marie B. Lemen, a witness of Lawful age produced on part of the Plaintiffs, being duly sworn and examined viva voce deposes and says as follows--

My name is Marie B. Lemen, my age is 35 years, I am the widow of Willoughby N. Lemen, deceased, mentioned in this case. My husband owned the land mentioned in these proceedings, and died without a will on July 25, 1913. He had contracted with Mr.