consisting of one and one-half typewritter pages,and that the said Horace W.Clarke declaredte us that the same was his will and testament,and we thereupon at his request,and in his presence,and in the presence of each other,subscribed our names to the said will,as witnesses thereto.

Witness,	Residing at,
VIRGINIA O.JEFFERY	1842 MICHIGAN AVE.CHICAGO.
EDNA T.JEFFERY	1842 MICHIGAN AVE.

STATE OF MARYLAND,FREDERICK COUNTY_Sct!

I HEREBY CERTIFY_That the aforegoing is a true copy of the last will and Testament of Horace W. Clarke, late of Frederick County deceased, as the same has been duly admitted to probate and filed for recebd in the office of the Register of wills for Frederick County, Maryland. In testimony whereof I hereunto subscribe my name and affix the seal of the Orphand' Court for Frederick County, this 15th day of May A. D. 1913.

Test-- Samuel D. Thomas.

Register of Wills for Frederick County, Maryland.

Seal.

EXHIBIT NO. 2. AGREEMENT OF SETTLEMENT.

Memorandum of settlement and an amicable agreement for the distribution of the estate of Horace W. Clarke, late of Frederick County, deceased, in the Orphans Court of Frederick County, Maryland, Between James C. Jeffery, executor of the last will and testament of said Horace W. Clarke, deceased, and James C. Jeffery, trustee, under said will of Wendall B. Clarke, and mrs. Virginia O. Jeffery, and Edward T. Jeffery, who joins in this as the husband of the said Virginia O. Jeffery, Mrs. Sarah L. STone, widow; Charles S. Clarke, bacheler; and Wendall B. Clarke, bacheler; the said Virginia O. Jeffery, Sarah L. Stone, Charles S. Clarke, and Wendall B. Clarke being the sisters and brethers and next of kin of the said Horace W. Clarke, deceased, and entitled to the remainded of the said estate under the provisions of the will of said decedent (the share of the saidWendell B. Clarke being in trust, however) of the first part, and mrs. Alice S. Clarke, widow, of the second part.

Whereas the said Alice S. Clarke has renounced the provision in her favor in the last will and testament of her deceased husband, and has elected to take in lieu thereof her dower or legal share of the estate of her husband, and whereas it is desirable to avoid any dispute that might arise as to the quantity of and manner in which said dower or share of said estate shall be apportioned to the said widow of the said Horace W_ Clarke, deceased, and his entire estate to be divided up among those entitled thereto under said will.

New therefore in consideration of the premises, and to affect such amicable settlement, and the further consideration of one dollar in hand paid, the parties of the first part and the party of the second part, mutually agree thereto and adopt the following plan, that is to say--

First--There shall bepaid out of the personal estate of the said Horace W. Clarke deceased; all the costs, legal charges and expenses of-settling said estate, the funeral expenses of the said Horace W. Clarke including a monument to his memory suitable to his station in life, and within the discretion of his executor, all debts due by said deceased, including doctor's bills, owing by him at the time of his death, and all council fees incurred by the executor indident to the settle-