

mother aforesaid. The said sixty-five square perches of land, more or less, sold as aforesaid is the land that was conveyed by Agnes V. McClelland and John McClelland, her husband, to Laura E. Smith, wife of W. E. T. Smith by deed dated the 24th day of February, 1890, and Recorded among the Land Records of Frederick County, aforesaid, in Liber D. H. H. No. 1, folio 598, which deed is now shown me.

I know that Annie E. Smith was duly appointed by the Orphans' Court of Frederick County, aforesaid, Guardian of Lavinia Smith and qualified as such Guardian, and that said Annie E. Smith has since intermarried with George W. Burgess, and is the Mrs. Annie Burgess, named in the Bill of Complaint.

I know that the said lot of land and the building thereon is nor susceptible with out material loss and injury to the parties entitled to interests therein, because it is just one small lot of land about 130 feet front and it would be impossible to divide that small piece and land the building on it among the parties entitled to interest therein, and for that reason it should be sold and the proceeds divided among the parties according to their respective interests.

O looked at the paper marked "Exhibit A²" and I know the signatures thereto to be genuine. I believe that the price offered for said property, \$800.00, is a fair and adequate price for said property. I believe that it is an excellent sale, and I doubt if it would bring near that amount if it was put up at public sale, because the party that bought it wants it for a special purpose, and for that reason was willing to pay more for it than any body else, because for his special purpose it is worth more to him than any one else, and I believe if the \$800.00 be invested the interest on it would bring in more net revenue to the parties interested than is received from the rents from said property. The rents received, after deducting the costs of insurance and State and County and Municipal taxes of the town of Mt. Airy, all of which are very high, and also allowing for repairs to the building, which said building is in need of repair, would not leave as much net results as the interest on the \$800.00; not by half. For these reasons I believe that it would be to the interest and advantage of all the said parties, including the said Lavinia Smith, infant, that the sale of the said property at the price mentioned should be confirmed by the Court. Thereupon the Examiner put to said Witness the following questions:-

Q. Do you know, or can you state any other matter or thing which may be of benefit or advantage to the parties to this cause or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If Yea, please state the same fully and at large in your answer.

A. I do not.

Frank M. Lewis.

Test:- Guy K. Motter
Examiner.

Whereupon there being no further witnesses to be examined and no further time being required for the production of testimony in this cause, I, the aforesaid Examiner, do hereby certify that the foregoing are the original depositions in this cause as the same were written down, read to, and signed by the witnesses respectfully, and I herewith return the same enclosed to your Honorable Court.

Witness my hand and seal, this 19th day of July, A. D. 1917.

Costs of foregoing testimony:-

Guy K. Motter Exmr (Seal)

Guy K. Motter, Examiner,	\$4.00
J. E. Beatty Witness	2.65
Frank M. Lewis ..	2.65
Total Costs.	<u>\$9.30</u>

Certified to:- Guy K. Motter (Seal)
Examiner.

Filed June 19, 1917.