

TO THE HONORABLE THE JUDGES OF SAID COURT.

The supplemental Petition of Eleanor M. Tull, Individually, and as Mother and next friend, of Mary Esther Tull and Howard S. Tull. infants respectfully represents unto your Honors;

That since the filing of her petition on August 15th, 1919, setting forth that George L. Hildebrand, and Isadore V. Hildebrand, had agreed with her to purchase the real estate mentioned in this case, at and for the sum of Twelve Thousand dollars, subject to the ratification of your Honorable Court, and Praying that the said agreement be ratified and confirmed, David G. Everhart, by his petition filed herein on August 15th, A.D., 1919, offered and obligated himself to purchase said real estate at and for the sum of \$12,250.00 upon the terms set forth in said petition, and on August 16th, A.D., 1919, the said George Hildebrand and Isadore V. Hildebrand his wife, by their agreement, filed obligated themselves to purchase, said real estate, at and for the sum of \$12,250.00 subject to the said ratification; that on August 20th, A.D., 1919, the said David G. Everhart, by his petition filed herein, offered and agreed to purchase the said real estate at and for the sum of \$12,550.00, upon the terms and conditions set forth in said agreement, filed as Exhibit No. 2. filed on July 25th, 1919, with the Bill of Complaint; whereupon on said August 20th, the said George H. Hildebrand, through his representative Edwin C. Markell Esq., stated in the presence of the Solicitor, of the said David G. Everhart and of your petitioner, respectively, that he was through and had no further offer to make, for the purchase of the said real estate and requested that there be returned to him the sum of \$500.00 heretofore deposited by him with your petitioner as part payment of the purchase money, in pursuance of his agreement, for the purchase of the said real estate,

2, that it therefore now appears, and your petitioner avers, that the the said sum of \$12,550.00 offered by David G. Everhart, as aforesaid, is the highest price that she can obtain for the said real estate, and she accepts, with the modifications hereinafter mentioned and subject to the ratification of your Honorable Court, the said offer as set forth in the agreement of the said David G. Everhart, embodied in his said petition, filed on August 20th, 1919, the said modifications being as follows; that the provision in the said Agreement Exhibit No. 2, referred to in the said Everhart's petition filed August 20th, 1919, that the sum of \$500.00 of the purchase money shall be paid to Potts and Griffin, Agents, and the residue paid and the purchase completed at their office shall not be considered or treated as part of this present agreement, and shall be void, and of no effect with respect thereto, the sum of \$500.00 having been deposited with the Clerk of your Honorable Court in this case, by the said Everhart as part of the purchase money of said real estate, and that inasmuch as since the making of his last mentioned offer on August 20th, 1919 the said David G. Everhart has requested that the terms thereof be modified, so that the possession of the said real estate shall be given him on October 1st, A.D., 1919, upon his complying with the said agreement. and paying the balance of the purchase money on or before said date, your petitioner avers that she is willing that the said agreement shall be modified. in that respect as aforesaid,

3. That Your petitioner avers that it would be to the interest and advantage of her said two infant children for the agreement of purchase and sale as evidenced by the said offer of David G. Everhart and her acceptance thereof, as aforesaid, to be confirmed by your Honorable Court.

WHEREFORE, your petitioner prays that the said last mentioned agreement for the purchase of the said real estate, by the said David G. Everhart, with the modifications aforesaid, may be ratified and confirmed, by your Honorable Court, and that your Honorable Court will appoint some suitable person as Trustee to convey said real estate, to the said David G. Everhart, upon his paying the balance of the said purchase money, and fully complying with the terms of said agreement; and she further prays that she may be authorized and direc-