

No. 10207, Equity,

ceeded to take the following depositions, That is to say;

Present; Arthur D. Willard. Esq.,
The Plaintiffs and Their Witnesses,

William H. Harbaugh, a witness of lawful age, produced on the part of the Plaintiffs being first duly sworn, deposes and says;

My name is William H. Harbaugh, and I am 30 years of age and reside near Waynesboro, In the State of Pennsylvania, and I am one, of the Plaintiffs, in this case, I am the oldest Son of Margaret Rebecca Harbaugh, late of Frederick County, Maryland, who died on or about the 22nd day of May, 1916, leaving a last will and testament, I look at Exhibit No. 3, now shown me, which is a certified copy of said last will and testament, of Margaret Rebecca Harbaugh, (said will of Margaret Exhibit No. 3, is filed with the Examiner as Evidence by the Plaintiff) At the time of her death she was also seized and possessed of a tract of land with the improvements thereon situated near Pen-Mar, Maryland, partly in Washington County, and partly in Frederick County, Maryland, Containing in the aggregate 48 acres, 1 Rood and 5 square perches of land, more or less. Said land was conveyed, to her by two deeds, marked Exhibits No. 1, and it is a deed from Alexander Neill, Trustee, dated February 24th, 1909, recorded in Liber S, T, H, No. 286, folio 246, one of the Land Records of Washington County, Maryland, (said Exhibits Nos. 1 and 2 are filed with the Examiner, as evidence, by the Plaintiffs,) Neither of the Executors, named in said Will Exhibit No. 3, has ever qualified, as such Executor as the said Margaret Rebecca Harbaugh, did not leave any personal estate, or monies at the time of her death, Of the devisees named in said will 1, William H. Harbaugh, am of full age, unmarried, and reside near waynesboro, in Franklin County Pennsylvania, The Devisees, Eula H. Brown is married to Elbridge O. Brown, both of whom are of full age and reside in Frederick County, Maryland, The Devisees, Harry O. Harbaugh is an Infant about 18 years, unmarried, and resides near Waynesboro, in the State of Pennsylvania, The legatee Charles M. Harbaugh, is an infant, about 14 years old, and resides in Frederick County, Maryland, The legatee Ruth May Harbaugh is an infant. about 11 years of age, and resides in Washington County, Maryland, and the legatee Carrie Helen Harbaugh is an infant, about 10 years of age, and resides in Washington County, Maryland, That the said real estate, passed to the said Devisees, at the death of Margaret Rebecca Harbaugh, subject to the Mortgage, of the Emmitsburg Bank Washington County, Assignee, for the sum of \$1000.00, with interest from February 15th. 1920, I look at Exhibit No. 4, now shown me, It is a certified Copy of a Mortgage from Margaret, R. Harbaugh, to Alexander Neill, and also containing the proper assignments, to the present Assignees thereof, the Smithsburg Bank of Washington County, said Mortgage being dated February, 24th, 1909, and duly recorded in Liber 128, folio 651, one of the Land Records of said Washington County, I also confessed a Judgment for the sum of \$500; February 18th, 1920, for said sum of \$500.00 with interest from February 16th, 1920 and \$7.00 Costs, in the Circuit Court for Frederick County, Maryland, which is a lien on said property, I look at Exhibit No. 5, now shown me and it is a certified Copy of said Judgment, (Said Exhibits, Nos. 4, and 5 are herewith filed with the Examiner, as evidence by the Plaintiffs) On June 30th. 1920, acting on behalf of Myself, and all other parties of interest in said real estate, I contracted in writing with a certain Ivan M. Brown, subject to the ratification by the Court, to sell to the said Ivan M. Brown, said real estate, above described for the sum of \$500. of said purchase money, being then paid to the firm of Riddleberger and Stottlemeyer, acting as my agents, and also as agents for the other plaintiffs, in this case, I look at Exhibit No. 6, now shown me and it is a copy of the Articles of Agreement, which I entered into with the said Ivan M. Brown, on June 30th, 1920 (Exhibit No. 6. herewith filed with the Examiner, as by the Plaintiffs,) The balance of the purchase money, in said Contract is to be paid according to the terms of said Contract as therein set forth, We sold the property at private sale, for that sum because it was a big price for said real estate and as much as could reasonably be expected to be obtained, for it, and we are all of the opinion that said price was a big price for said real estate