

No. 10207, Equity.

## T E S T I M O N Y

William H. Harbaugh, et al.,	(	No. 10207 Equity,
Vs,	)	In the Circuit Court for
Harry O. Harbaugh, et al.,	(	Frederick County, In Equity,
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To the Honorable, The Judges of said Court;

The above cause being at issue and notice having been given me, by the Solicitor, for the Plaintiffs, of his desire to take testimony in said cause, leave of the Court having been first had, and obtained, I, D. Prince ton Buckey, one of the Standing Examiners of the Circuit Court for Frederick County, duly appointed, qualified and sworn met at the law office of Arthur D. Willard, Esq., in Frederick City, Maryland, on Thursday, August 25th, 1921, at the hour of 11- O' clock, and then and there, in the presence of the solicitor for the Plaintiff, William H. Harbaugh and his witnesses, proceeded to take the following depositions, that is to say;

Present; Arthur D. Willard,  
Solicitor for Plaintiffs,  
Plaintiff and his Witnesses.

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William H. Harbaugh, a witness of lawful age, one of the Plaintiffs, in the above entitled cause, having been duly sworn, deposes and says:-

I am a son of Margaret R. Harbaugh, who died leaving a last will and testament, filed in this cause, on or about the 22nd, day of March, 1921, leaving no personal property, but was seized and possessed, of the real estate as has been proven up in this case, and also at the time, of her death was indebted unto various persons, in large sums of money,

The claim, which I filed in this cause, marked "Exhibit W, H, H," on March 22nd, 1921, and which is now shown me, is correct for the items, therein stated, and said sums of money, were paid out by me for and on account of the said Margaret R. Harbaugh, and her estate, The Bills which I paid in her life time, for her she promised to reimburse me for, but was never able to do so,

The Three Children, devisees under the will of Margaret R. Harbaugh, namely myself, Eula H. Brown, and Harry O. Harbaugh, continued to occupy the real estate, described in these proceedings, for about three years, after the death of my mother, Margaret R. Harbaugh, and all lived from the proceeds, of the property, both before and after her death, and there were also two grand children with us.

But the money which I have charged up in said bill "Exhibit W, H, H," was money which I had made and earned on my own account, and which was my own money. We were not able to live out of the proceeds of said farm, and to pay <sup>the</sup> expenses. It is mountain land and only about 25 acres, of it was under cultivation. Dr. M. D. Kefauver of Smithsburg, Md., was the physician, to whom I paid the \$40.00 Doctor's Bill, for my mother, George S. Hoover, undertaker, Smithsburg, Md., is the person to whom I paid the \$65.00 funeral expenses for my mother, The Bill for seven years' State and County taxes, amounting to \$96.74. was paid by me. There was a Mortgage on the property of \$1000.00 when my mother bought it, and besides that she owed other debts, upon which I Paid Interest, amounting to \$340.00, I also off notes and interest as stated in said account, amounting to \$72.26, which my mother owed,

After my mothers' death I entered into an arrangement with my Sister Eula H. Brown, and my Brother Harry O. Harbaugh, who is an infant, that I would assume all the indebtedness, of the place and pay them \$250.00 each

The Items, of \$316.46, and \$250.00 in my Bill are made up of these amounts, and some other Bills that I paid. Our intention was to wait until Harry was of <sup>the</sup> age, of Twenty-One years and to sell the property, out of Court, and settle according to our arrangement, but in the mean time we had all moved off the farm, and it was going down and we had the offer of Ivan M. Brown, at a time when real estate was selling at a good price and we entered into a contract of sale with him, which has been confirmed by the Court, in this case, My Brother Harry O. Harbaugh and myself are now farming together in partnership in Pennsylvania, and I have paid him his \$250.00 according to the agreement.