

rged from the control and marital rights of their present or any future husband."

3. That Fannie B. Evans and Florence B. Hay are the Executrices of the last will and testament of Benjamin F. Brown, deceased, and duly qualified as such; that the said Fannie B. Evans and Florence B. Hay are both adults and both widows; that the said Miriam Evans Kefauver is an adult and is the only child of the said Fannie B. Evans and that the said Miriam Evans Kefauver is married to Harry J. Kefauver, an adult and one of the complainants in this proceeding; and that the said Evans Brown Kefauver is the only child of the said Miriam Evans Kefauver and is an infant under the age of twenty-one years.

4. That by virtue of the provisions of said last Will and Testament of Benjamin F. Brown, deceased the said Fannie B. Evans holds a life estate in said real estate, with remainders to the said Miriam Evans Kefauver and the said Evans Brown Kefauver subject to and on the conditions and contingencies therein expressed, and the said Fannie B. Evans and Florence B. Hay are the residuary legatees under the provisions of said Will.

5. That by an agreement dated March 6, 1922, your Orators and Oratrices, Fannie B. Evans, Miriam Evans Kefauver, Harry J. Kefauver, individually and as next friend of Evans Brown Kefauver, and Florence B. Hay, contracted in writing with George F. Baker to sell to the said George F. Baker the aforesaid real estate, the said agreement being subject to ratification and confirmation by your Honorable Court upon proceedings therein had to that end, which proceedings your Orator and Oratrices did agree to institute in your Honorable Court, the said purchaser agreeing to pay as consideration for said real estate the sum of Thirty One Hundred Dollars, the costs of said proceedings being borne by the vendors; the said Contract of Sale being filed herewith and prayed to be taken as part hereof, marked Exhibit No. 3.

6. That in the twenty-three years during which the said Fannie B. Evans, life tenant, has been in possession, the said real estate has been very unproductive of income because, being located in a grimy and noisy locality, in close proximity to the B. & O. R. R. yard tracks and also a coal yard, it has been difficult to obtain tenants for said houses and then only for low rents; that the constant and heavy repairs, the taxes, water-rent and other expenses of said houses are and have always been extremely high in comparison with the revenue therefrom; that the said houses are gradually deteriorating and will soon inevitably depreciate greatly in value; that because of the present scarcity of houses, a condition which may not last long, the purchase-price of said real estate is much more than it can reasonably be expected to bring in the future especially considering the constant deterioration of said houses; that your Orators and Oratrices would be greatly benefited and advantaged through increased income by the sale of said real estate and the investment of the proceeds therefrom; and your Orators and Oratrices further say that the said sum of Thirty-one Hundred Dollars is a fair and reasonable price for the said real estate contracted to be sold, and purchased, as aforesaid, and as much as your Orators and Oratrices could reasonably expect to obtain for the same, and that the said land and real estate cannot be divided without loss or injury to the parties interested and it would be for the interest and advantage of the parties interested therein, both infant and adults, and advantageous to the parties concerned, for said Contract of Sale, Exhibit No. 3, to be ratified and confirmed by your Honorable Court, and the proceeds of sale, less costs as aforesaid, disposed of or invested under the order and direction of your Honorable Court in accordance with the respective rights and interests of the parties hereto.

7. That all parties in being who are parties in interest in said real estate are parties to this proceeding; and that all the parties to this Bill of Complaint are adults except the said Defendant, Evans Brown Kefauver, who is an infant under the age of twenty-one years, and the said infant resides in Frederick County, Maryland.