

The said properties can not be divided without loss or injury to the parties interested and it would be to the interest and advantage of the parties interested therein, both infant and adults, and advantageous to the parties concerned, for the Contract of Sale, Exhibit No. 3, to be ratified and confirmed by the Court:

I am a disinterested witness in this case".

To the general interrogatory by the Examiner.

Answer. "Nothing further."

Grayson H. Mercer.

Whereupon there being no other Witnesses to examine and no further time being required for the production of testimony-at the request of the Solicitor for the Plaintiffs the said Examiner closes the taking of testimony and the said Examiner hereby certifies that the foregoing are the true and original depositions of the Witnesses in this cause as the same were read over to and signed by them respectively; and the said Examiner herewith returns the same, enclosed, to your Honorable Court.

Witness my hand and seal this 17th day of April, 1922.

Costs of the foregoing testimony;

Guy K. Motter Examiner 1 day	\$ 4.00
John N. Clary Witness	.75
Grayson H. Mercer ..	.75
	<u>\$5.50</u>

Guy K. Motter (seal)  
Examiner.

Certified to:-

Guy K. Motter (seal)  
Examiner.

(Filed April 17th. 1922)

D E C R E E.

Fannie B. Evans, et als.  
Vs.  
Evans Brown Kefauver,  
Infant.

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No. 10,519 Equity.  
In the Circuit Court for  
Frederick County, sitting  
as a Court of Equity.

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The above entitled Cause having been submitted and the Bill, testimony, and all other proceedings therein having been read and considered, and the Court being of opinion that the purchase price of the real estate hereinafter mentioned is as much as the parties to this cause could reasonably expect to obtain for the same, and that the said real estate can not be divided without loss or injury to the parties interested, and that it is to the interest and advantage, both of the adults and the infant parties to the Bill and advantageous to the parties concerned that the contract made by the Plaintiffs in this case and filed as Exhibit No. 3, with the Bill of complaint therein for the sale of the real property described in said contract and mentioned in the other proceedings in this case, should be confirmed; It is accordingly adjudged, ordered, and decreed by the Circuit court for Frederick County, sitting as a Court of Equity this 1st day of May, 1922, that the above mentioned contract, Exhibit No. 3 made by the said Plaintiffs for the sale of the real estate to George F. Baker for the sum of Thirty One hundred Dollars, (\$3,100.00), be and it is hereby confirmed, and that Fannie B. Evans be and he is hereby authorized and directed to convey to the said purchaser all of the right, title, and interest of all of the parties to this cause and all parties represented by them, whether <sup>in</sup> being or not, in and to the said real estate, by a good and sufficient deed upon the payment by the said purchaser to the said Trustee of the full amount of said purchase money, the costs and expenses of these proceedings and of conveyancing and brokerage commission of two per cent for the sale of said real estate, to be paid out of the said purchase price. The proceeds of sale to be brought into Court to be disposed of as the Court shall hereafter by its order direct. The whole