Horine,executrix,filed an answer admitting the allegations contained in the several paragraphs of the bill of complaint and consenting to the passage of a decree as prayed. Floyd Leatherman and Foster Leatherman together with their wives and Floyd Leatherman and Foster Leatherman as executors,filed their answer contending that the contract or agreement of sale hereinbefore mentioned was valid and binding on all the parties thereto and that this Court is without jurisdiction in the premises,and alleging that Floyd Leatherman had made valuable improvements on the farm and that it would be grossly inequitable to allow the complainant to withdraw her consent to the sale.

Evidence was taken in the case and Floyd Leatherman testified that the contract was not completed; that when the parties all got "together about the 5th or 6th of April there was a dispute arose. I was to have my share in the farm with 1/ interest and they would not let me have it.

Then I fell down on the job till I could see myself safe to meet the demands of the price".

He said at the time the testimony was taken on the 13th of July,1922,he was ready and willing to carry out the contract and agreement above mentioned. The testimony of the wife was that she had been receiving very small returns from the farm,scarcely enough to pay the taxes; that her son Floyd who was tenant on the farm rendered no account to her of income or profits or proceeds from the farm,and that in effect his tenancy was wholly unsatisfactory,the income from the farm being a mere trifle,if not actually bringing her in debt to pay taxes,repairs,incurance and the like. As I have before stated,in my opinion,the agreement to sell entered into in October,1921, never having been made valid by the ratification of the Orphans' Court and never having been consummated in fact,it was of non effect. No valid sale having been made in accordance with the fourth section of the will and the situation of the parties becoming irreconcilable,the life tenant receiving practically no benefit from the farm or mountain lot and the buildings and fences becoming necessarily more or less,dilapidated by the lapse of time,in my opinion this Court has under the allegations of the bill,jurisdiction to decree a sale of the property under Section 228 of Article 16 of the Code of Public General Laws,notwithstanding the written agreement of date October 10,1921 and the evidence satifies the Court that it would be advantageous to the parties that the property be sold as prayed in the bill of complaint. A decree will accordingly be signed to that effect. There was no evidence in the case that Floyd Leatherman had made any valuable improvements on the farm or that it would be inequitable to decree a sale thereof.

(Filed October 24,1922) Glenn H.Worthington.

D E C R E E.

Flora E.Leatherman,
Widow and Life Tenant.

Vs.

John H.Horine et al.

No.10527 E Q U I T Y.
In the Circuit Court for
Frederick County Sitting
as a Court of Equity.
September Term,1922.

The above cause standing ready for a hearing,and being submitted,the Bill,Answer,Exhibits , Testimony,and all other proceedings were by the Court read and considered and the Court being of opinion heretofore filed having declared that the Court has jurisdiction to decree a sale of the property and the evidence satisfying the Court that it would be advantageous to the parties interested that the property be sold.

It is thereupon,this 25th day of October in the year nineteen hundred and twenty-two by the Circuit Court for Frederick County,sitting as a Court of Equity,and by the authority of said Court adjudged,ordered,and decreed,that the land and premises mentioned in these proceedings be sold, and that Albert S.Brown and H.Kieffer DeLauter of Frederick County,be,and they are hereby appointed Trustees to make the said sales,and that the course and manner of their proceedings shall be as follows; they shall first file in the Clerk's Office of this Court,a BOND to the State of Maryland,executed by them with a surety,or sureties,to be approved by the Court,or the Clerk thereof,in the penalty of Eight Thousand Dollars,conditioned for the faithful performance of the trust