State of Pennsylvania, and is a non-resident of the State of Maryland, His mother was a sister of my husband, James Aubert, deceased, and a daughter of Henrietta Aubert, the person named in the second clause of the will of James Brunner, deceased, and, in the opinion of the Court in No.7188 Equity, he is entitled to a 1/4 of 1/3 under that Decree, in remainder, in this property, my son, Fred Bragonier Aubert, being entitled to, under that decree, a 1/3 interest in remainder. Catherine Aubert Tyson is the daughter of Anna Kate Tyson, who is the surviving sister of my husband, James Aubert and of Mary Elizabeth Aubert McDannel, and the present life tenant in this property mentioned in these proceedings. She is an infant about ten years old and resides with her father and mother in Frederick City She is entitled to an one-third interest in this property after the death of her mother.

Q. Look at the paper now shown ypu marked Exhibit No3 and state what the same is?

A. I look at said Exhibit No.3, it is an agreement to purchase signed by Mrs.Tyson in which she offers to pay $300.00 for the interest of Abraham McDannel. $1200.00 for the interest of Catherine Aubert Tyson and $1200.00 for the interest of my son, Fred Bragonier Aubert, in this property.

Q. Please state whether or not it would be to the best interest and advantage of the said infant defendants in this cause that the Court should ratify and confirm the sale to Mrs.Tyson of the several interests in remainder of the infant defendants in said property, at and for the sum mentioned in said Exhibit No.3, and if yea, give your reasons therefor?

A. It would be to the best interest and advantage of the infant remaindermen if the Court should ratify and confirm that contract of purchase signed by Mrs.Tyson at and for the sums mentioned therein, for the reason that Mrs.Tyson has a life estate in the property. She is a comparatively young woman and her expectancy of life would be propable 20 years. The remaindemen would derive no benefit from their interest in the property at all until after the decease of Mrs.Tyson. She offers what is equivalent to $3600.00 for their interest in this property.

It the property was offered for sale now, clear and free of all liens and encumbrances and life estates, it might possibly bring four or five hundred dollars more than she offers, but, if the Court ratified and confirms this sale, the infant remaindermen will at once begin to draw an income from the sums she agrees to pay them for their interests, and with Mrs.Tyson's expectancy of life, that interest would amount to more than the possible increase in value of the property twenty year from now. I consider the price offered as fair and reasonable and as much as we could possibly hope to get for our interest in the property is sold at the present time at public or private sale, and that would be very much to the advantage of all parties concerned, especially these infants, that the Court should ratify and confirm that contract. I certainly think it would be to the advantage of my son to have the Court do so.

To the General Interrogatory.

A. Nothing further.

Signature of Witness waived.

The Bill of Complaint, answers and opinion of the Court in No.7188 Equity, as well as all other exhibits filed with the bill of complaint, are herewith filed with Examiner as evidence in this case Also Exhibits Nos.1,2,3 & 4 to the Bill in this cause are also filed and herewith returned by said Examiner.

Whereupon there being no other witnesses to examine and no further time being required for the production of testimony, the said Examiner hereby certifies that the aforegoing are the true and original depositions of the witnesses in this cause as the same were taken down by Claude S.Hahn, the Examiner's sworn clerk, in stenographis notes, and subsequently typewritten, the signatures of the witnesses to their said testimony being waived, the said Examiner herewith returns the same, with the Exhibits as filed with him as evidence, enclosed to your Honorable Court.

Witness my hand and seal this 27th day of September A.D.1909. Clayton O.Keedy (seal)
Examiner.