

or representatives to so operate the same, and that to avoid further depreciation of value and loss to the parties interested in said real estate your Oratrix avers that it would be to the great benefit and advantage of the said parties concerned that the property be sold and the proceeds thereof be invested so as to inure in like manner to the benefit of the parties mentioned in the Last Will and Testament of the said Vernon A. Snyder, deceased.

5. That your Oratrix, believing a sale of the aforementioned real estate to be advisable and further believing herself authorized to execute a valid contract for the sale of the full and complete interest in said property and without procuring legal advice, did on the 31st day of August, 1938, execute a contract for the sale of said premises to J. Russell Boyer, of Frederick County, Maryland, at and for the sum of Two Thousand, Two Hundred Dollars (\$2,200.00), a copy of which said Contract of Sale is filed herewith as Exhibit "C" and which is prayed may be taken and considered a part hereof, but that on the 1st day of November, 1938, a subsequent Contract of Sale was executed by your Oratrix and the remaindermen named by the Last Will and Testament of the said Vernon A. Snyder, deceased, with the said J. Russell Boyer and Ettie May Boyer, his wife, which said latter Contract of Sale is filed herewith as Exhibit "D" and which is prayed may be taken and considered a part hereof, expressly supersedes the former instrument and by the terms of said latter Contract of Sale the said life tenant and remaindermen agreed to sell the aforementioned real estate, subject to the confirmation and approval of your Honorable Court, unto the said purchasers named therein at and for the sum of Two Thousand, Two Hundred Dollars (\$2,200.00), and that said parties interested in said real estate, believe the price mentioned to be fair, just and reasonable, after giving full consideration to the present depleted and dilapidated condition of the soil and improvements on said real estate, and to their best interests, respectively, that said sale be consummated as proposed.

TO THE END, THEREFORE, That your Honorable Court may approve and confirm the proposed sale setforth in the Contract of Sale aforesaid and decree a sale of said real estate in accordance with the terms thereof, and that a Trustee or Trustees may be appointed to convey said real estate to the purchasers thereof upon the payment of the purchase money therefor, and to bring said purchase money into your Honorable Court for distribution and investment under the supervision and direction thereof in order that the same may inure to the benefit and advantage of the parties entitled thereto under the terms and provisions of the Last Will and Testament of Vernon A. Snyder, deceased.

And for such other and further relief as the nature of her case may require.

And as in duty bound, etc.

Witness to mark--
Chas. A. Ogle

her
Lydia S. R. x Snyder
mark

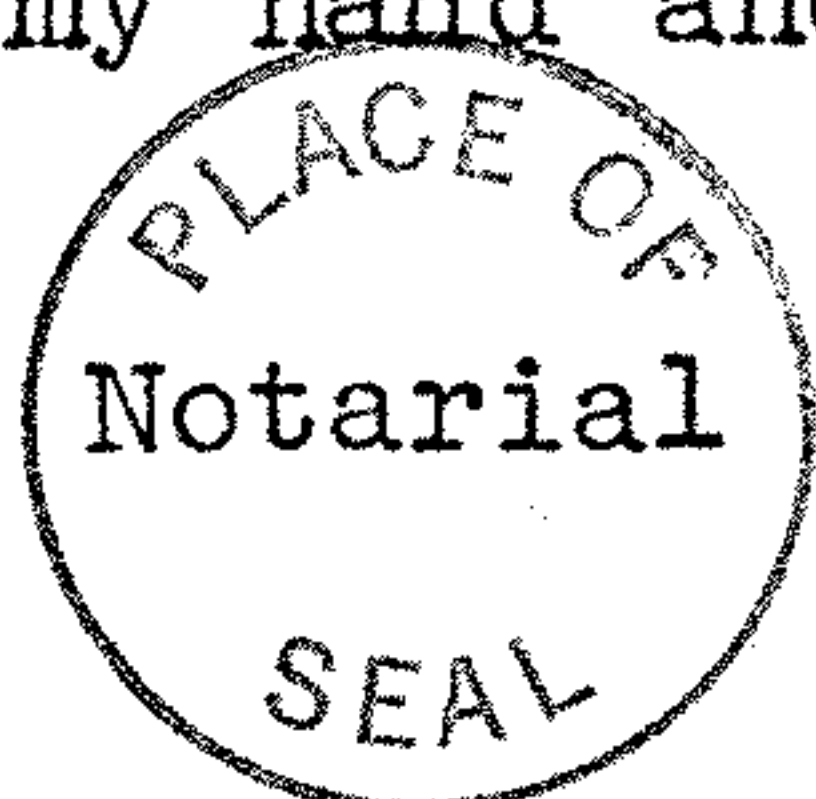
Complainant-Life Tenant

Amos A. Holter
Solicitor.

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

I hereby certify that on this 10th day of November, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Lydia S. R. Snyder, subscriber to the aforegoing Bill of Complaint, the said Lydia S. R. Snyder being personally known to me, and made oath in due form of law that the matters and facts setforth in the aforegoing Bill of Complaint are true to the best of her knowledge, information and belief.

Given under my hand and Notarial Seal the date above written.



Chas. A. Ogle
Notary Public