

them to take and pay \$100.00 per acre for the same, did not accrue to any of them, under the terms of said Will, until the life estate of Nora G. Rogers was extinguished by her demise.

8. That in the year 1943, the large bank barn on said farm on "Eutaw Place" and a portion of the wagon shed (that were a part of the freehold at the time "Exhibit Will" was executed, and of substantial value to said freehold) were damaged by fire, the large bank barn was entirely destroyed by said fire, making a total loss and the wagon shed substantially damaged by the conflagration, and that neither of them have been rebuilt or repaired, and that for said loss so sustained, Nora G. Rogers and her children as remaindermen, received for the loss and damage to said two damaged buildings from Noah E. Cramer & Son, Insurance Agents, the sum of \$5114.00, on January 17, 1944, which sum is now on deposit in the Citizens National Bank of Frederick, in lieu of and in place of the said buildings so destroyed.

9. That by Paragraph THIRD of "Exhibit Will," James Arunah Rogers is afforded the privilege first to have said farm at the stated price or as provided in said Will, but this petitioner Thomas Hardey Rogers is advised that James Arunah Rogers does not desire to exercise that option.

10. That your Petitioner Thomas Hardey Rogers, who is given the second privilege of "taking the farm on the terms offered," at a cash price of \$20,252.50, being the full price for 202 acres, 2 rods and 4 square perches of land, at one hundred dollars per acre; LESS, however, the sum of \$5114.00, being the amount of insurance money paid for the destruction of the buildings as aforesaid, which were a part of the said freehold, and which in equity and justice should be deducted from the full amount of said purchase price of \$20,252.50, for the loss and damage to the said freehold, leaving a balance of \$15,138.50 to be paid by Thomas Hardey Rogers, upon the exercise of the option given him to "take said farm etc."