

no specific fund wherewith to pay the same and left practically no property, not bequeathed or devised by the said will but by paragraph VII of his said will he especially requested that if possible the real estate should be conducted and operated without division or disposition of any part thereof, at least during the life of petitioner, and she is advised and believes and therefore alleges that in order to settle the estate, and pay and discharge the claims, debts, obligations and expenses of administration, it will be necessary to sell and dispose of the personal property and in all probability it may become necessary to dispose of a part of the real estate.

That as shown by said Inventory and Appraisment, among the said personal property is an automobile, new, but a 1911 car, while at ^{the} present time the 1912 models are on the market, and for sale purposes, the last year machines are out of date, and as the estate in the carrying on the business conducted by deceased, will not require said machine and petitioner believes that it should be sold without delay.

That the dairying business carried on by deceased requires great care skill and labor, necessarily involves a good deal of expense, and the profits are never large and at the present time the business is being carried on at a loss and considering the amount of indebtedness of the estate, the rate at which interest accrues, the risks incurred, and the expense of continuing said business additional help being necessary since Mr. Marsh's death, it will be for the best interest of the estate to sell off as rapidly as it can be done, all the said personal property and reduce the same to cash and close out the said dairying business, provided a purchaser can be found who will take up certain milk contracts now held by the estate and by which the estate is bound to carry out the same and so far as petitioner knows the said bequestees are willing that said policy be pursued.

That after diligent investigation and effort, petitioner has respective sales in view for portions of said personal property including said automobile and dairying outfit.

That with reference to the automobile, petitioner now has an opportunity to trade or sell the same upon the following terms and conditions, to-wit: \$200.00 in cash; accept without recourse a first mortgage upon one hundred and sixty acres of land in Wasco County, described as follows: The North Half of the Southwest Quarter, and South Half of the Northwest Quarter of Section Seventeen in Township One South, Range Thirteen East of Willamette Meridian, about one hundred acres of which is "Oak Grub" land, about fifteen acres of which has been grubbed, and all of which will be good cultivable land when grubbed, and which said land was bought in August 1910 by I. D. Pike, of The Dalles, Oregon for Twenty five hundred Dollars and which said note and mortgage referred to was given by him and his wife to one Allen Fligg; that said note and mortgage so offered is for the sum of Thirteen Hundred Dollars with interest at eight per cent per annum from August 15, 1911, and is payable on or before August 15th 1915 and that said land is free from liens and taxes and an "Olds Mobile" five passenger car, in good condition, but a second handed machine, in full payment and satisfaction of said automobile held by said estate.

That petitioner believes that it will be easier to realize the money upon said note and mortgage and get the balance of the appraised value or possibly a little more out of the Olds Mobile than be able to sell the machine owned by the estate, and having referred the matter to the interested parties in the estate they seem to think it advisable to make the deal if the Court approves it:

Wherefore, Petitioner prays an order authorizing her to make the said sale or trade as to the automobile and in the event it should fail that she be authorized to sell the same and all or any portion of the personal property of the said estate at private sale, but for not less than the appraised value, except upon further order of the Court, and if deemed advisable, extend a term of credit for not more than one-half of the purchase price not exceeding one year, upon ample and approved security being given, and for such other and further relief