

STIPULATION SIGNED

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# McKnight estate dispute settled

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A dispute over the estate of Henry T. McKnight, estimated at \$3.55 million to \$4 million, was settled yesterday with the filing of a stipulation in Carver County Court.

Mrs. McKnight had claimed that a second codicil (amendment) to McKnight's will, which cut her and her son and daughter by a previous marriage out of the will, was the result of undue influence. It was signed Nov. 26, 1972,

**Under the agreement signed by all parties, the will and a first codicil will be probated.**

This means Mrs. McKnight will get half of the estate, after specific bequests, and her children and his two sons and a daughter, all adults, will share equally in the other half, which will be in trust.

The agreement provides that Mrs. McKnight will get \$42,000 in a lump sum, in payment for widow's maintenance for the year 1973. (McKnight died Dec. 30, 1972, at 59.)

McKnight's children also bought out Mrs. McKnight's interest in a \$6-million trust set up by McKnight's father, Sumner T. McKnight. The price was not disclosed in the public record.

The agreement provided

that the McKnight heirs would not attempt to probate the second codicil.

The petition filed yesterday asked for probate of McKnight's original will, signed in June, 1970, and a first codicil, signed in January, 1972. The first codicil included among the beneficiaries Mrs. McKnight's son, Clarkson Lindley, who had been omitted from the original will.

Other beneficiaries are ~~Mrs. McKnight's daughter,~~

Kristine, and McKnight's sons, H. Turney, Baltimore, Md., and Sumner T., Santa Ana, Calif., and daughter, Christine A., Woodstock, Vt.

Mrs. McKnight and her children live at 2940 Gale Rd., Wayzata.

The McKnight estate includes a farm in Carver County, a residence in Vail, Colo., substantial holdings in stocks and bonds and real estate, and a \$1.2-million interest in Cedar-Riverside Associates, Inc.

Mrs. McKnight will re-

ceive the liquid securities, household goods, the Vail property and probably the farm, depending on the net value of the estate.

The agreement also stipulated that she would get \$15,000 for a Tiffany Lamp stolen from the Vail house out of insurance proceeds for the theft. The estate also will pay, up to a maximum of \$6,000, for rebuilding a barn on the Carver County farm, which was destroyed by fire last fall.

Mrs. McKnight could have demanded a one-third share of the estate

even if the second codicil had been probated. Minnesota law provides that a surviving spouse gets one-third if there are children, whatever a will says.