

- A. Yes.
- Q. Will you explain what action was taken in reference to the possible sale of the real estate?
- A. It was listed with Calvin S. Lohr, realtor, of Frederick, Maryland, for sale.
- Q. Did Mr. Lohr procure a purchaser for the property?
- A. Yes, sir.
- Q. Who is the purchaser?
- A. John A. Long.
- Q. I show you a copy of the contract signed by the Plaintiffs in this case with John A. Long, dated November 29, 1941. Will you look at this contract, and say whether or not it is the agreement for the sale of the real estate of which your husband died seized and possessed.
- A. Yes, it is.
- (Contract of Sale, filed as Exhibit "No. 4" to Bill of Complaint, filed as evidence.)
- Q. In your opinion, could the real estate of your late husband be divided among the persons entitled thereto without loss or injury?
- A. Not in my opinion.
- Q. Do you believe that it would be to the best interest and advantage of all the persons in interest that the real estate be sold and the proceeds thereof divided among the parties entitled?
- A. Yes, I do.
- Q. In your opinion, does the price of \$3,850.00 set forth in the Contract of Sale represent the fair value of the real estate in question?
- A. Yes.
- Q. The contract which I previously showed you was signed by all the parties in interest other than Charles Allen Seiss. Will you explain the reasons why he did not personally sign the contract.
- A. He is incompetent and unable to act for himself. He was confined to the Rosewood Training School in Baltimore County when he was about four years of age. He is now about thirty-six years of age. He was born a cripple, and is physically deformed. He is unable to feed himself or in anywise care for himself. He is unable to talk or walk, and as far as I know, he has no mentality. His condition is such that there is no hope of recovery.
- Q. Do you know whether or not a committee or trustee has been appointed of his person or estate.
- A. To my knowledge none has been appointed.
- Q. In your opinion, would it be to the best interest of Charles Allen Seiss that the sale proposed in the contract which I heretofore showed you be consummated as proposed?
- A. Yes, I think so.

To the General Interrogatory: Nothing further.

Charles E. Walter
Deponent