

No. 8984. Equity.

- Q. Is Gilbert King Topley married, and if "yes," has he any child or children?
- A. He is married, having been married in and about four years ago, but no child has ever been born to him, and he resides in Dayton, Ohio.
- Q. State whether or not, in your opinion, it would be advantageous to all parties concerned, and having an interest in the real estate, to sell the same in these proceedings mentioned, that the same be sold and the net proceeds of sale invested under the order of Court, so as to insure to the use and benefit of the same parties who would be entitled to the land sold?
- A. Yes, I do believe that it would be advantageous at this time, to all the parties concerned, that the real estate be sold, and so far as my interest in said real estate is concerned, that the real estate, I myself, am willing that whatever interest and estate I have in said real estate be sold, by the decree of Court, desiring that the net proceeds of sale will stand in place of the land sold and that I may receive an income from said net proceeds from investment of the same under the continuing order of the Court.
- Q. Can you give any reason why believe it would be advantageous to sell the real estate mentioned in these proceedings?
- A. The time I pay the taxes and keep up the repairs I have so little left that I believe it would be more advantageous to sell the land and that I would receive more income from the investment of the proceeds than I do receive from the land kept, and for which reason I willingly executed a paper on the date September 11, 1912, in which with my niece, Susan R. Topley, one of the Plaintiffs in this cause, and Mr. Emory L. Cobbley, one of the Defendants in this cause, I agreed to sell at private sale at and for the sum of ninety-five hundred dollars (\$9500.) the real estate mentioned in these proceedings as will appear by the paper writing now shown me marked "Exhibit E" and for which reason I further authorized, Emory L. Cobbley, and Jacob P. Whelan as my attorneys, to enter into a written contract dated September 17, 1912, with a certain Grayson H. Moyer agreeing to sell unto him the said real estate at and for the net sum of ninety-five hundred dollars, as will appear by the paper writing herewith shown me, marked "Exhibit F" I could further say that I have never been able to raise enough money to finish the building that