A. Yes.

Q. Are you acquainted with the parties to this suit?

A. Yes.

Q. How long have you known them?

A. Practically all my life.

Q. Did you know the late Susan Elizabeth Rice in her lifetime?

A. Yes, sir.

Q. When did she die?

A. January 22, 1938.

Q. Will you name the heirs-at-law and the next of kin which she left surviving her.

A. Earl Rice and Arthur Rice, Earl is married and his wife's name is Marie V. Rice. Arthur is divorced.

Q. Are they of age?

A. Yes, sir.

Q. Do you know where they reside?

A. Earl is in Baltimore, and Arthur is now at Springfield State Hospital.

Q. Do you know the reason for Arthur Rice's commitment to Springfield State Hospital?

A. I really think it was insanity.

Q. Did he create a community problem before his commitment to the institution?

A. Yes, I understand he did.

Q. Do you believe that he is capable of conducting normal business transactions?

A. No.

Q. Do you know whether or not Mrs. Rice died Testate or intestate?

A. She did not leave a Will.

Q. Did Mrs. Rice own any real estate at the time of her death?

A. Yes.

Q. Where is it situated?

A. In Jefferson. It is right next door to my property.

Q. Will you describe briefly the real estate which Mrs. Rice owned at the time of her death.

A. It was a lot with a weather-boarded house, and in very bad condition. It is a six-room house and no outbuildings.

Q. I show you a certified copy of the deed from Albinah A. Kessler to Susan Elizabeth Rice and Louis Earl Rice, dated April 26, 1915, and recorded in Liber H. W. B. No. 312, Folio 481, one of the Land Records of Frederick County, filed in this case as Exhibit "A". Will you examine the deed and state whether or not it correctly describes the real estate which Mrs. Rice owned at the time of her death.

A. I am sure it describes the real estate in question.

(Exhibit "A" offered in evidence.)

Q. In your opinion, is the interest of Mrs. Rice in this real estate capable of advantageous division among her heirs-at-law?

A. No.

Q. In your opinion, what was the fair market value of the whole property on or about December 26, 1939, the date of the Bill of Complaint in this cause?

A. I think $850 would have been a fair value.

Q. I show you a Contract of Sale between L. Earl Rice, Et. al., and Ernest W. Fry, dated December 11, 1939, purporting to sell the real estate described in the deed which I just showed you. Will you state whether or not you think the price set forth in said Contract of Sale is fair and adequate for the real estate, and whether or not you believe it to be to the advantage and best interest of the parties to this cause, and especially to the advantage of Arthur E. Rice, that the proposed sale be consummated.