

- Q. Now, what provision does that contract have as to survey?
- A. It is stated that the sale shall be dependent on a survey showing a marketable title. It should be an accurate description.
- Q. What does it say with reference to a survey?
- survey be
- A. If a/considered desirable by buyers, they agree to pay up to the first \$100.00 of the cost thereof with the sellers paying any balance.
- Q. When you consulted counsel in regard to the purchase of this land, did counsel give you advise in regard to a survey?
- A. He said it was highly desirable in this case.
- Q. Do you know that counsel employed Mr. Sutcliffe to make the survey?
- A. He did.
- Q. Mr. Summers has reported that the north line of the property was 6 feet north of the house, has he not?
- A. Yes, sir.
- Q. Has he or has he not been able to produce any written proof that it is the line of the house or of the property?
- A. To my knowledge, no.
- Q. Now, I ask you whether you have any dispute with the State Roads Commission?
- A. To my knowledge, I do not.
- Q. Now, in your answer to this proceeding, you said that you would be willing to consummate the sale if the Summers' could furnish you with a policy of title insurance on the property. What have you to say as to that now?
- A. That was my position at that time and it still is.
- Q. In other words, your present position is that if the Summers' can furnish you with a policy of title insurance, you are willing to take the property.
- A. Yes, sir.
- Q. Now, you also say you desire to borrow a large portion of the purchase price. Is that still your position?
- A. It is.
- Q. And you assert in your answer that you will be unable to consummate a loan with the property as collateral because of the situation of the title. Is that still your position?
- A. Yes.
- Q. And the other defendant, Irene G. White is your wife?
- A. She is.