

Q Had you made what you allege to be an agreement before that? As I understand it, you made what you are contending to be an agreement or contract of sale sometime during the month of March, 1941, is that correct?

A Well, my father and I got together on an agreement.

Q I am just trying to get it clear. I don't believe the evidence is very clear on that point. You were to buy the farm for \$8,000 free and clear of all incumbrance, is that right?

A That's right, yes.

Q And then you went in to Mr. Storm's office on the first day of April, 1941? A. I think it was.

Q Was that the first time that you knew of any judgment?

A The first time I knew, yes.

Q I understand you were referring a bit ago to a judgment at the Woodsboro Bank?

A No, that judgment wasn't concerning what we were talking about. It was a judgment against my uncle through which the deed, the way the deed was wrote up, he was one-tenth owner of the farm.

Q And how much exactly was the judgment against Grayson Stull?

A I think it was--

(By Mr. Storm) Judgment for \$2700, face of the judgment, 170 Trials, September Term, 1923;

Judgment for \$3200 known as 219 Trials, February Term, 1923;

all these are in favor of the Commercial Bank;

and judgment for \$950 less credit of \$325, being known as 73 Trials, May Term, 1923.

Those are the three judgments against Grayson Stull, but there are some credits that brought it down to about \$1700. The judgment of \$925 has since been marked paid and satisfied, so that there are only two judgments of \$3200 and \$2700 face value.

(Mr. Felton) But the actual indebtedness is around \$1700?

(Mr. Storm) Between \$1700 and \$1800, yes.