

Q (The Court) Was there^{an} understanding what the difference in price would be by virtue of a delay of a year or two in settlement? Did you have any understanding?

A I don't think there was.

Q In other words, the only agreement that you could swear to would be \$8,000 cash payment of April 1, 1941?

A That's right.

Q Then after April 1st did you confer with Counsel before the death of your father, or was the

A Well, I come in I think (Mr. Storm), didn't I, and you sort of, we thought we would clear up, soon as my uncle's place was standing left in my mind

Q That is where we settle on April 1, 1941, at that time, and there is no question is whether there is a

Q (Mr. Storm) Guy, you are in office on April 1, are you not? The basis of this judgment was a letter you received from me, was it not, giving you an outline of the title, is that correct? A. Yes.

Q That letter was dated April 1, was it not? You were in about the 3rd or 4th, you and your father? A. April 1.

Q That is the date of the letter, and you received it when? On the second or third?

A Probably the next day, I imagine.

Q Then you and your father came in that day or the following day? A. We came in immediately.

Q Then it was we discussed about this lien and you went up to see Mr. Kelly, is that right, you and your father?

A That's right.

Q And you have been in to see me several times since then