

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 that the last?

A Well, I come in I think several times to see you (Mr. Storm), didn't I, and you sort of, well, left it ride, that was all, and thought we would clear up, the matter would clear up itself as soon as my uncle's place was sold. I think that was the understanding left in my mind the whole time.

Q That is where we get to the point of the case. You were to settle on April 1, 1941, and you find that it is impossible at that time, and there is no contract in writing and no deed. The question is whether there is any valid and legal contract.

Q (Mr. Storm) Guy, you are mistaken about being in the office on April 1, are you not? The first notice you had 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