

and promises by the defendants, S.D. Henson, that he would build a house for her and would take care of her, on the land itself if necessary, so long as she shall live.

The deed itself may be perfectly valid and at the same time the defendant, S.D. Henson, may be required to give a sufficient security and guarantee that his promises will be performed.

If the said Rachel Anna Henson was of such weak and unsound mind as not to understand and realize that as a matter of prudence and best precaution the said S.D. Henson should be required to enter into some written agreement which might be recorded so as to give the world constructive notice of its contents, and if in ignorance of these facts and relying upon the representations of the said S.D. Henson, and trusting to his honor she executed the deed, then the Court of Equity ought to see that she is put in such situation as not to be ultimately deprived of the benefits of the promises made her.

It appears that at the trial before the jury on the issue submitted the defendant, S.D. Henson, stated that he would take care of and look after his Aunt, the defendant Rachel Anna Henson, in consideration of her having conveyed the land to him, and that he was willing to give her a mortgage to make her safe and to guarantee the performance by him of such services.

While, therefore, the Jury has found that the deed is valid, the issue is now left open for the Court of Equity to decide how the consideration for the deed shall be secured.

Though the said Rachel Anna Henson may have been able to make a valid deed, yet her feeble mind and business experience might have caused her to rely upon the independent and unsecured promises of support and care by her grantee.

In Equity, therefore, she stands somewhat in the position of a person who has furnished the money for a conveyance of land but the title was taken in the name of another. So here the deed is good but S.D. Henson owes her the consideration. It appears that the land is worth Two Thousand (\$2000.00) Dollars and that a reasonable annual rental is One Hundred (\$100.00) Dollars per year. It is the duty of the Court of Equity to see that some protection is given this grantor for the consideration so that the defendant, S.D. Henson, who is the head of a family, and owns no other land, may not be able to sell the land and convert it into money and thus place himself beyond the reach of execution in favor of the grantor.

I, therefore, conclude, and so report and recommend, that the defendant, S.D. Henson, should be required by the Court of Equity to execute his bond and mortgage over said tract of land conditioned to care for and support the said Rachel Anna Henson upon said tract of land so long as she shall live, if she be willing and content to stay upon said land, and if she refuse to stay upon said land then to pay to her One Hundred (\$100.00) Dollars per year as rental for her land so long as she shall live, and that upon the death of the said Rachel Anna Henson that said bond and mortgage be null and void.

It is further recommended that if the defendant, S.D. Henson, fail and refuse to execute the bond and mortgage herein mentioned, that a Decree carrying out the recommendations of this Report be recorded in the R.M.C. Office for Greenville County, and that a notation as to the Book and Page of the record of such Decree be entered upon the margin of the record of the deed by Rachel Anna-Henson to S.D. Henson and that the defendant, S.D. Henson, pay one-half the cost of this action and that the other one-half of the cost be paid by W.T. Henson, as Committee, from funds in his hands belonging to Rachel Anna Henson.

Respectfully Submitted.

E. Imman,
Master Greenville County.

Recorded November 19th, 1917.

(Contract to sell Land)

State of South Carolina,

County of Greenville.

Article of Agreement made and entered into at Greenville, South Carolina, this 30th, day of October 1917, by and between M.F. Vaughan, party of the first part and Edgar Stenhouse, party of the second part, W-i-t-n-e-s-s-e-t-h-):

That the party of the first part agrees to sell unto the party of the second part all that certain tract of land situate in State and County aforesaid, in Butler Township, between the Pelham and Woodruff road, bounded by lands of Oliver Thompson, John Tom Henderson, Earle Watson, John-Spearman and John Gilliam, containing twenty-five acres, more or less, being the same tract of land conveyed to the party of the first part by Etta V. Green by her deed dated Oct. 30, 1916, recorded in the R.M.C. Office for said Greenville County in Vol. 41, page 285, and a good fee simple, general warranty deed is to be made to said land, and same is to be made free of any liens or encumbrances, dower renounced, taxes paid, and a good marketable title furnished.

That the party of the second part does hereby agree to pay unto the party of the first part the sum of twelve hundred (\$1200.00) Dollars for said land upon delivery of the deed; he is, however, to pay the sum of Two hundred (\$200.00) dollars cash, the receipt of which is hereby acknowledged, and one thousand (\$1,000.00) Dollars, the remainder January 1st, 1918, at which time the deed is to be delivered and possession of said tract of land given to him.

This agreement contemplates that there is a good house on said land, which goes with the title to the land, and if said house for any reason, by accident or otherwise, burn down, then the party of the first part will return the part payment made to the party of the second part said agreement to be null and void unless they mutually agree on other terms, until possession thereof is given, or the deed is made.

Witness our hands and seals the day and year above written.

Witnesses:

H.K. Townes,

Mary Berry,

M.F. Vaughan,
Party of the first part.

Edgar Stenhouse,
Party of the second part.

State of South Carolina,

County of Greenville.

Personally appeared before me Mary Berry who, upon oath says: that she saw the foregoing parties, M.F. Vaughan and Edgar Stenhouse, each sign the foregoing instrument; and that she, with H.K. Townes witnessed the execution thereof.

Sworn to before me this 21st, day

of November, 1917.

Mary Berry

H.K. Townes (Seal)

Notary Public, S:C

Recorded November 21st, 1917.