

Q. Was it by Check,
 A. It was cash, I think.
 Q. Did Mrs. Lewis go into possession of the land,
 A. I think so, in fact some time after that I went over there and a cottage had been built on it.
 Q. This plat you say is land put in the deed marked Ex. 1 - that is the piece of land,
 A. Yes.
 Q. Was that an absolute title given by Taylor and Joe G. McBee to Mr. Lewis,
 A. It was a clear warranty title.
 Mr. H.O. Lewis being duly sworn says:
 Q. You are the husband of Mary Lewis,
 A. Yes.
 Q. You handled a transaction in the purchase of this land,
 A. Yes.
 Q. I hand you plat put in evidence Marked Ex. 1. - is that a plat of the land that Mrs. Lewis purchased from Joe and Taylor McBee,
 A. Yes.
 Q. Did they give her a deed for it,
 A. They did.
 Q. Did you see it,
 A. I received it.
 Q. Was it a good fee simple deed,
 A. Yes.
 Q. Where is that deed,
 A. It has been misplaced I was nervous and sick at the time.
 Q. Did you place it on record,
 A. No.
 Q. Did you pay for this land,
 A. Yes.
 Q. Cash or by check,
 A. I dont remember whether it was cash or check - I paid \$2960.00 for it.
 Q. Mrs. Lewis went into possession of it,
 A. We have continued to hold possession of the land and receive rents and paid taxes up to present time. - Mr. Morgan offers in evidence mortgage Book Vol. 60, page 108 - Vol. 53, page 95 - and Vol. 47, page 173.
 Mr. J.H. Allen was not present for the reason we have been unable to locate him with a subpoena.

Reference adjourned.

State of South Carolina,
 County of Greenville.)
 In Common Pleas.
 Mary B. Lewis,)
 Plaintiff,)
 -against-) Decree.
 Taylor McBee, Joe G.-)
 McBee, et al.,)
 Defendants.)

Upon hearing the report of the Master herein, it is ordered that the same be and is hereby confirmed and made the judgment of this Court.
 It is further adjudged that all parties in interest, known or supposed, are parties to this action and are properly before this Court; that the evidence taken and reported by the Master de duly preserved in a judgment roll to be prepared and filed by the Clerk of this Court and recorded as are other judgments and decrees.
 It is further ordered that the Complaint, testimony and answers be recorded in the office of the Register of Mesne Conveyances for Greenville County, in a book used for the recording of deeds, and that said officer duly index, both direct and indirect, the names of the grantors and grantees as alleged in the complaint, and that said officer note on the margin of the record of the deed of the plaintiff to one J.W. Kirkpatrick, reference to the book and page wherein the above is recorded. That the plaintiffs pay the cost in this action.
 It is further adjudged from the evidence that the said Mary B. Lewis has good fee simple title to said property under the deed aforesaid and that there are no outstanding liens against the same executed by the said Taylor and Joe G. McBee, defendants.

July 3, 1919.

T.J. Mauldin,
 Presiding Judge.

Recorded July 23rd, 1919.

State of South Carolina,
 County of Greenville.) SS:
 This Agreement entered into between R.A. McTyer of Atlanta, Georgia, of the first part, and C.P.-Cuthbert, of Charleston, South Carolina, of the second part, Witnesseth:-
 That in consideration of the sum of Two Thousand (\$2,000.) Dollars, in hand paid, and the sum of Five thousand (\$5,000.) Dollars to be paid five (5) days from the date hereof, the party of the first part does hereby sell and grant to the said party of the second part, his heirs and assigns, the right and privilege of purchasing at any time within thirty (30) days from date hereof, at and for the sum of Eighty-four thousand (\$84,000.) Dollars, payable as hereinafter stated;
 All of the property, rights and assets of the late Greenville & Western Railway Company, consisting of the real estate, terminals, stations, buildings, rights-of-ways, easements, franchises, rails, track, engine, cars, tools and all other property and equipment not herein specifically set forth but included in the description of the deed executed by V.E. McBee and Carl H. Lewis, as Receivers of said Greenville & Western Railway Company, said deed being dated May 6, 1919, recorded in the Register of Mesne Conveyance Office for Greenville County in Vol. 48, at pages 448-449.
 The remaining payments are to be made as follows: Ten thousand (\$10,000.) Dollars thirty (30) days from the execution of this agreement and upon tender by the party of the first part to the party of the second part, heirs heirs and assigns, at the Imperial Hotel, in Greenville, South Carolina, of a good and sufficient deed, or deeds, to the property hereinbefore specified, with a clause of general warranty and with and with dower of the wife of the party of the first part renounced thereon; at which time the party of the second part or his assigns is to execute and deliver to the party of the first part, notes payable as follows: Nineteen Thousand (\$19,000.) Dollars payable six (6) months from the date of the execution of this agreement; Twenty Thousand (\$20,000.) Dollars payable twelve (12) months from said date, and the remaining Twenty-Eight Thousand (\$28,000.) Dollars payable eighteen (18) months from said date; said notes to draw interest from date at the rate of six (6%) per cent per annum and to contain provision for five per cent attorneys' fees, and a stipulation that upon default of payment of any one of said notes the total amount evidenced thereby shall become immediately due and payable; said notes are to be secured by a purchase money mortgage of the property hereinabove described. Possession of the property herein described is not to be delivered until the payment of Ten Thousand (\$10,000.) Dollars is made and the notes and mortgage above referred to are executed. The party of the second part for the protection of himself and the party of the first part hereby agrees to take out casualty insurance in a company to be approved by the party of the first part, covering all claims for damage or injuries to employees to the amount of Ten Thousand (\$10,000.00) Dollars and in the event that a passenger service is operated by the party of the second part, to take out such insurance for the protection of passengers, in a company to be approved by the party of the first part, in the sum of Ten Thousand (\$10,000.00) Dollars; the party of the second part also agrees that upon failure to take out insurance as herein agreed upon that the party of the first part may take out said insurance and charge the same to the party of the second part, or that the deferred payments may become immediately due and payable at the option of the party of the first part; the party of the second part further agrees that the provisions herein set forth with reference to the casualty insurance shall be incorporated and included in the mortgage to be executed by him as hereinabove set forth.

(over)