

*Case List  
Dennis S. Lankford  
VCL*

VCL 64 PAGE 650

portions of the Answer and Counterclaim, and upon a Motion for Summary Judgment. As heretofore stated, a hearing previous to that hearing was held upon January 9, 1978, at which time it was the opinion of this Court that depositions were necessary before argument should be made on the pending motions and a decision made thereon. That hearing was therefore recessed and a second hearing was resumed on October 14, 1978.

By order of this Court dated December 29, 1978, this matter in its entirety was referred to the Honorable Frank P. McGowan, Jr., Master-In-Equity for Greenville County, to hear, try and determine all of the issues in the case whether by fact or law, and to report his findings of fact and conclusions of law and recommendations to the Court. Said Order disposed of all motions pending as of that date. The Master held a pre-trial conference with the attorneys of record on February 2, 1979. All of the defendants, with the exception of the Gossetts as hereinabove set out, Southern Railway Corporation, are in default. Third-party defendant Cane Mountain Holding Corporation is in default, as to both Cross-Complaint and Complaint of the Gossetts, third-party defendant Roy C. McCall, Jr., filed an Answer to the Cross-Complaint of the Gossetts and the attorney for the Gossetts granted an indefinite extension of time in which to Answer the Gossett's Cross-Complaint to third-party defendant Industrial Products, Inc.. Third-party defendant Roy C. McCall, Jr. is represented by Attorney Paul J. Foster, Jr. and Industrial Products, Inc. is not represented by counsel.

#3  
The defendants Gossetts now move the Court to dismiss the above-entitled action with prejudice and as grounds therefore respectfully shows that all the matters in controversy in this action between the Petitioner and the Gossetts not in default have fully settled and compromised by agreement, and that there is no further occasion for the prosecution of this action. This motion is based upon the affidavits of default of D. Derby Davenport, one of the attorneys for the Petitioner, and the affidavit of G. Maurice Ashmore, Attorney for the Gossetts, as well as upon the signatures of consent of Paul J. Foster, Jr., Attorney for third-party defendant Roy C. McCall, Jr., and the signature of consent of James W. Orr, Attorney for Southern Railway Corporation, and the signature of C. J. Peterson, Jr., duly authorized and acting officer and sole member of the board of directors of Industrial Products, Inc.. As heretofore stated, all other parties are in default.

The Court is advised by the Attorney for the Gossetts that the petitioner and the Gossetts have reached an agreement whereby all claims of the Petitioner against the Gossetts, or any of them, have been compromised for the sum of Twenty Thousand