The Deposition of Mrs Barbara Hewson a witness on the part of Defendants taken by Consent on 23rd March 1858 in the Presence of Nelson Poe for Plaintiff and of A. W. Madeira one of the Defendants. Witness deposes and says that she will be seventy five years old on the fourth of July next. that she knew Joseph Bankson deceased in his life time, that she knew him only by sight - that she lived about two square from him - that when she knew him he lived in a frame house situate upon the lot once owned by David Diffenderffer and afterwards by Thomas Hell - that from his appearance when she last knew him said Bankson was getting pretty low in the world - that before that time she always heard he had been very well off. but that it was about the time he left the place where he lived as above mentioned - that he was getting to be reduced in circumstances - that this deponent was about fourteen years old at the time of which she speaks when she last knew said Bankson.

Cross Examined

Did not know Joseph Bankson personally. He was a man of good character as far as witness knows - Did not know of any indebtedness of said Bankson or that he was indebted at all - forms his judgment of his being reduced in his circumstances from the altered appearance of himself & family - Never heard any one say in the neighborhood that he was in reduced circumstances that she remembers - Does not know when he went away Did not know whether he owned the house or not. Knew nothing about his property Bankson had three children when witness knew him - two boys and a girl when he moved away - Can't say what their names were - Thinks he moved somewhere to the South Western part of the city - Never saw him after he moved - The house in which he lived on the lot afterwards owned by Diffenderffer was a two story frame. Witness was married when she was within three months of 18 years of age & Bankson had moved away long before that.

Sworn before N Robinson.

They further gave in evidence that the said lot of ground remained in the possession of the said Joseph Bankson after the said deed of May 14. 1792 and so until the 17th of February 1795 and that on that day he duly executed & for a full valuable Consideration the following Conveyance of the same to a certain Daniel Diffenderffer the wife of said Bankson, Hetty Bankson to whom a life estate had been reserved by the deed of May 14. 1792 relinquishing in due form of law her dower in the same.

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They further gave in evidence that said Diffenderffer once took possession of the lot & improved it by building thereon a valuable brick dwelling house in which he continued to reside claiming title to the same under said deed until his death about the year 1809 or 1810 - that the said Daniel Diffenderffer by his last will and testament duly executed devised said lot to his wife Elizabeth Diffenderffer who continued in office thereof from her husband's death until her death in 1832 or 1833 after which the same was sold by a Trustee appointed for that purpose & the title of said Diffenderffer & wife by legally executed & acknowledged Mesne Conveyance and lastly by a deed from Henry Dorsey became vested in Thomas Hall who paid for the same a valuable & full consideration to the sum of $7000 & remains in possession of the same from 1833 to his death in 1846 and the Defendant who are his widow & child & heirs at law after him title this time.

The Plaintiff on the whole of the evidence prayed the court (Judge Frick) to instruct the Jury as follows.

The Plaintiff by her counsel prays the Court to instruct the Jury that by the deed of the 14th of May 1792 from Joseph Bankson to Henry Giles Bankson

Joseph Bankson and Elizabeth Bankson said Joseph Bankson conveyed to said Henry Joseph and Elizabeth Bankson the lot of ground therein described in fee subject to the life estate in aid to the same of the said Joseph Bankson and Henrietta his wife and of the survivor of them, and if the jury find from the evidence that the said Joseph Bankson died in the year eighteen hundred and six and the said Henrietta Bankson in the year eighteen hundred and forty three, that the right of action to recover the possession of said lot of ground, thereupon first accrued to the grantees in said deed named and their representatives - and that the deed of the 17th of February 1795 from said Joseph Bankson to Daniel Diffenderffer offered in evidence by the defendants was not executed to avoid said conveyance from said Joseph Bankson to the said Henry, Joseph and Elizabeth Bankson, although the Jury may find that said deed to Diffenderffer was for full value and that to said Henry Joseph and Elizabeth Bankson voluntary and for no other consideration than that stated therein provided the Jury shall further find that said last mentioned deed was duly acknowledged and recorded in the records of Baltimore County Court on the 14th of May 1792.

Which instructions the court refuses to give, and the Defendants on the same evidence prayed the Court to instruct the jury as follows.

1. That if the Jury find that the deed from Joseph Bankson of the 14th May 1792 was a voluntary conveyance & for no other consideration than that stated in it. that then the sale by him in 1795 of the same property to D. Diffenderffer & the execution of the deed thereof to said Diffenderffer of the 17 Feby '95 if the Jury shall all find such sale & deed & that the same was for a valuable consideration & without actual notice by Diffenderffer of said deed of 14 May '92 is presumptive evidence that said deed of the 14 May 1792 was fraudulent & void.

2. If the Jury shall find that the said deed of the 14 May '92 was only for the consideration therein stated & shall also find that the grantee Bankson had antecedently conveyed away all his other property & was at the time of the execution of said deed of the 14 May '92, the owner and possessor of no other property & if they shall find that his wife who had a life estate under that deed joined by a relinquishment of dower in the deed to Diffenderffer of the 17 Feb '95 with knowledge that the same conveyed the title to the grantee & that she lived till '43 & that the 3 children the grantees in the said deed of '92 were then infants & unable to maintain themselves & that said Bankson never had any property afterwards other than the purchase money received from Diffenderffer from the said sale to him of said lot or what he may have procured by means thereof & that neither said Bankson nor his wife or any one else ever communicated to Diffenderffer the existence of the said deed of '92 & that neither he (Diffenderffer) nor T. Hell under whom the defendants claim ever had actual knowledge of the same until long after the deed to said Hell by Henry Dorsey of 1833 in evidence by Defendants if the Jury find such deed & the same was for full value & the Jury shall also find that said Diffenderffer & those claiming under him held said property from 1795 to the present time adversarily under said deeds to Diffenderffer of '95 & that said Bankson never did set up title to the same under said deeds of '92. that then the jury may find that the said deed of the 14 May '92