City of Pittsburgh and State of Pennsylvania of the first part and Samuel Chase Barney of the City and State aforesaid of the other part Witnesseth that for and in consideration of the sum of Fifty dollars to the party of the second part to the presents in hand paid to the party of the said part hereto before the sealing and delivery hereof receipt whereof is hereby acknowledged, the said Hannah Kelly Chase hath given granted bargained and sold assigned transferred conveyed and delivered and by these presents doth give grant bargain and sell assign transfer convey and deliver unto the said Samuel Barney his Heirs Executors administrators and assigns the undivided moiety or equal half part of all that lot piece or parcel of ground situate in the Township containing seven acres three quarters and 15 perches be the same more or less in Pittsburgh County which was conveyed and confirmed unto the said Hannah Kelly Chase by deed bearing date the 7th day of May 1817 duly recorded by J. J. Bernabee and his Wife and recorded among the Land Records of Allegheny County in Liber W. G. No 141 folio 602 and which said lot of ground is more fully described in said deed to have and to hold the undivided moiety or equal part of said lot or piece of ground with the privileges advantages and appurtenances thereunto belonging unto the said Samuel Chase Barney his Heirs and assigns forever and the said Hannah Kelly Chase for herself her heirs and assigns does hereby covenant promise and agree to and with the said Samuel Chase Barney his Heirs assigns that the said Hannah K. Chase her heirs and all persons claiming under them shall and will from time to time and all times hereafter at the reasonable request cost and charge of the said Samuel Chase Barney heirs or any of his Heirs assigns make and duly execute acknowledge and deliver all and every such further and other deed conveyance and assurance in the law whatsoever for the better and more fully conveying and assuring all the right title and interest at Law and in Equity which the said Hannah Kelly Chase now has or can lawfully claim in and to the said lot of ground herein before described and 45 before the subscriber two Justices of the peace in and for said City personally appeared Hannah Kelly Chase she being known to us to be the person named and described as and professing to be the party grantor in the foregoing Indenture or Instrument of writing acknowledge the same to be her act and deed

Filed to be recorded 7th day of January 1845 at 1/4 past 2 o'clock P.M. Wednesday Recorded and Examined

Thos Kennedy Clk

I do testify that the foregoing is a true copy of a Rec from Liber J. K. No 348 folio 538 &c one of the Land Records of Allegheny County Witness my hand and office the seal of Allegheny County Court in this 17 day of March 1848. Attest Thos Kennedy Clk

Also to James Moore a legal and competent Witness that he is well acquainted with the property which this suit is

instituted as he owns property near it and that in his opinion selling to the plaintiff exclusive of the City it is worth from five to Eight thousand dollars and that Mrs Ellen Burnsides was the only child of his brother the aforesaid John Moore

Also by Mr Dares a legal and competent Witness that he is well acquainted with the said property and in his opinion it is now worth about $100 per acre

The defendant then proves by Philip Howard and Chauncey Brooks by oral and competent Witnesses that they were acquainted with the premises the said was instituted and that in their opinion it was not worth at the date of the deed to defendant more than from $2 to $300 per acre

And also offered in Evidence the Deed from William Chase Barney to Hannah K. Chase dated 12 day of July 1847 the same being offered in Evidence as attached to the deposition of William Barney

And thereupon the Counsel of the plaintiff prays the Court as follows.

1st If the Jury find the Execution and recording of the Deed from Hannah K. Chase to the plaintiff dated 7th August 1844 as the same purports to have been executed and Recorded and that the said deed must prevail over the subsequent deed offered in Evidence from Hannah K. Chase to W. C. Barney where matters but unless the Jury find that said W. C. Barney purchased the property therein described fairly and bona fide without any fraud practised by him in the said Hannah and for a valuable Consideration

2d If the Jury find the Defendant claims title under W. Chase Barney and that said W. Chase Barney claims the Deed from H. K. Chase to him dated 12 July 1847 by fraud and in practice practised with the said Hannah that the said William Chase Barney did not avoid the premises deed to the plaintiff dated 7th August 1844 nor can the said Defendant claiming under him to the said premises deed as void

3d If the Jury find that the money returned by W. C. Barney to Han K. Chase at or before the Execution of the deed from her to him as stated in the Evidence were paid that time found to said Hannah to said William or given when as an accommodation to raise money on them the return of said Notes as stated in the Evidence formed no valuable consideration between the parties.

4 Thus the Defendant Banks cannot invalidate the deed of trust to the plaintiffs otherwise than by satisfying the Jury that the same was fraudulent as against W. Chase Barney from the Jury find that the Defendant claims title under said C. W. Barney.

5 If the Jury find that at the time of recording the deed dated 7th July 1847 from Hannah K. Chase the said W. C. Barney had Notice of the premises deed of trust to the plaintiffs and if they further find that at the time of recording the deed dated 1st July 1847 from W. C. Barney the Defendant had