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before that time.

3. To the Third of said Interrogatories, that he knows nothing on the subject thereof.

4. To the Fourth of said Interrogatories, that Witness knew her habits as to her personal expenses to be of the most penurious character; he does not know the amount expended by her but should put it at the smallest sum capable of sustaining life.

5. To the Fifth of said Interrogatories, that her motive in executing the deed enquired about was to keep her estate out of the danger of being wasted by the influence exercised over her by her grandson Mr William Chase Pamey.

6. To the Sixth of said Interrogatories that he knows nothing on the subject thereof.

7. To the Seventh of said Interrogatories, that he answers it affirmatively repeating the terms of the interrogatory. Witness does not know the exact amount that William Chase Pamey obtained but thinks it exceeded Fifteen thousand dollars and went perhaps to twenty five thousand dollars.

8. To the Eighth of said Interrogatories, that he does not think the Defendants or any of them had any knowledge or notice of the execution of the deed of the second of August 1844. at the time of its said execution.

9. To the Ninth of said Interrogatories, that he does not think that she objected in the sense of being asked to do so and refusing to do so: as nearly as Witness can recollect, the reservation of the life estate proceeded from an indisposition on her part to dispose herself of her Entire Estate and the control of the rents, issues, and profits of it as long as she lived; Witness has no recollection of the particulars of the conference with her which led to the drawing and execution of the deed.

10. To the Tenth of said Interrogatories that he does not know; Witness was not the Trustee; Mr Talbott was.

11. To the Eleventh of said Interrogatories, that the deed (of August the second 1844) was prepared under the advice and direction of Witness Dobbin and Talbott were her Counsel.

12. To the Twelfth of said Interrogatories, that Witness has reason to believe from the conversations he had had with Mr Banks in relation to the transaction between Mr Pamey and Mrs Chase, that Mr Banks did know the influence exercised by Mr Pamey over Mrs Chase in all the transactions to which they were parties. Witness does not know of the particular notes enquired about.

13. To the Thirteenth of said Interrogatories, that Witness does know that Mr Pamey got possession of and sold most of the Stocks of Mrs Chase; what he did with proceeds of sale Witness does not know. Mr Pamey, Witness believes, was entirely insolvent ever since Witness has known him, which was long before the date of the deed mentioned.

14. To the Fourteenth of said Interrogatories that Witness believes that Mr Banks had knowledge of both of the deed enquired of soon after they were executed, but he does not think that he had before.

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Mr Banks did claim as a creditor under the Deed of Trust to Mr Talbott and received a dividend: the amount Witness does not know.

15. To the Fifteenth of said Interrogatories, that Witness does not know of his acknowledge, and could only give his conjecture.

16. To the Sixteenth of said Interrogatories, that Witness knows nothing further.

No other Witnesses being named & produced to me I closed the said Examination and now return it closed under my hand and Seal on this Seventeenth day of December in the year of our Lord eighteen hundred and fifty one, at the City of Baltimore in the State of Maryland.

Frederick Pinkney (Seal)
Commissioner

Hannah K. Chase
Deed of Trust to
William A. Talbott

("Defendants Exhibit X No 1.")

This Indenture made this Twenty Eighth day of January in the year of our Lord one thousand eight hundred and forty five between Hannah Kitty Chase of the City of Baltimore in the County of Baltimore and State of Maryland of the one part and William A. Talbott of the said City of the other part, Witnesseth that the said Hannah Kitty Chase for and in consideration of the sum of one dollar to her in hand paid the receipt whereof is hereby acknowledged hath given granted bargained and sold aliened enfeoffed released conveyed & confirmed assigned transferred and set over and by these presents doth grant bargain and sell assign transfer and set over unto the said William A. Talbott his heirs executors and administrators all her Estate & property of every kind and nature whatsoever and wheresoever situate real personal and mixed legal and Equitable. To Have and To Hold the said unto the said William A. Talbott his heirs executors and administrators to the only proper use and behoof of the said William A. Talbott his heirs executors and administrators forever in trust and confidence nevertheless and to for and upon the uses and to the ends intents and purposes following that is to say. In trust during the natural life of the said Hannah Kitty Chase to collect and receive the rents, dividends, issues and profits arising or a coming or becoming due upon from or by said Estate and property and the said rents, ~~dividends~~ issues and profits when collected to apply first to the payment of all debts now due and owing and becoming due by her with a reasonable compensation to said William A. Talbott for the same and after the payment of all said debts to apply said rents issues dividends and profits to the proper use of her the said Hannah Kitty Chase and as she may in writing direct after such rents dividends issues and profits so to be applied shall have been collected and received by said Trustee and from and immediately after the death of said Hannah Kitty Chase then in trust as to the whole of said Estate and property above conveyed for the uses ends intents and purposes set out and declared in the last Will and Testament of her the said Hannah Kitty Chase and the several Codicils thereto heretofore