June Term 1862.

use of $612.50. Now for your proposition – if the deed of trust be sustained then Nan I B Williams takes this Legacy title of Nevington, and undivided half for me and the other for Chase and Mrs Chase's deed to me is null and void and mine to Banks also null and void. You ask me to give you a deed of my half and say that you will take it in part payment. Our half of Nevington is worth at least $4000 this day, so that I think it would be a very good payment in part. You have a perfect right to claim the payment of your own, and so had Shylock. But I dared me to draw you Shylock only this much came to my mind. I return to Baltimore this Evening or to morrow morning in the Goshen Cars for the express purpose of selling the undivided half of Nevington. I am in want of money and certainly I will not be in want when I have any means of getting it, I tried the sale in Balto and think I can get about $1500 for an undivided half. I cannot get more in consequence of the Lien suits, and although the deed of trust is sustained yet speculators on all these things bring down its market value. Banks knows nothing of my intention to sell it nor will I offer it to him. It is for sale and if I could get its value 4000 $ I would pay you what I owe you at once my 3303 $. If you choose to become the purchaser of my undivided half, you can have it for 3653 $ and I will allow you 3303 $ and take your Note for 350 $ payable 1 year after date, with interest with Sol Barney's endorsement. If this is not a fair proposition then you can make what you think is a fair one, bearing in mind that I am this day without five dollars – and certainly you cannot expect me to give up all I have to pay a debt, and leave myself destitute. I must hear from you to day, at as early an hour as possible.

In regard to Mrs C's Notes I will not appear again as Witness even if they are all be given by the Creditors. I only state what was positive facts, but may undertake to doubt my statements.

Wm C Barney

Exhibit R. T. B. Filed by D B Banks with Commissions 7th Mar 1858. J. D Forney Commissioner

June Term 1862.

Sir, In reply to yours of the 6th Inst I have to state that on the 30th ult you requested a student in my office to fill up the blanks of a printed Mortgage furnished by yourself and which was afterwards executed and acknowledged before the Justices of the peace by Mrs Chase who came with you to my office for that purpose. Although I had no professional connexion with the business I felt my duty as the deed was executed in my office to see that Mrs Chase fully understood what she was doing and I can safely say that she not only was in my judgment legally capable but remarkably intelligent in the occasion referred to and fully understood the nature of the transaction. Had I not so considered her I would certainly have objected to her executing the deed in my office, seeing her thus capable and not being professionally connected in the matter it would have been improper for me to have enquired into the motives for making you the Loan contemplated to be raised in that Mortgage, but I understood from the conversation that you were to repay it out of funds which you expected from France and you accordingly gave your Bond to your Creditor at the time. These are the facts as they transpired in my office and beyond which I know nothing of my own knowledge.

Yours Respectfully R. T. Brent

Wm Chase Barney, Esq August 7th 1844.

D B B No 5 Mch Comm 7th December 1858. J. D Forney Comm.

Baltimore July 29. 1848.

Sold to D B Banks for valuable consideration the Balance of a note for Ten thousand dollars drawn by W C Chase in my favor date 30 July 1844 said Note has been sold by R G Berford after deducting the claim of R G Berford to the amount of 488 $. Wm Chase Barney

Exhibit A. To D B Banks Mch Comm 7th Mar 1858.

State of Maryland City of Baltimore To Wit, At a Session of the Superior Court of Baltimore City in the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in and for the City aforesaid on the 7th Tuesday in September being the 30 day of the aforesaid same month in the year of our Lord 1858.