late in brief the whole matter, as far as it is known to you?

Ans: About October 10, 1888, Mrs. Margaret A. Reese came to my office somewhat excited over an interview which she had just had with Mr. Cohen, connected with the Maryland Title Company of this city, Mr. Cohen having told her that there were difficulties in the way of the title, which she had previously sold to Dr. Van Bibber through Mr. Savage, a real estate broker; I went with Mrs. Reese to Mr. Cohen's office that same day, and he presented to me what he supposed were the difficulties respecting the title, which were as follows: That Mr. Reese, in the event that he had left creditors, whose claims had not been paid, that they, at some future time, might come upon that property in the hands of Dr. Van Bibber; he also said that in his opinion, according to recent opinions of the Court of Appeals, that it was a very serious objection, the devise of the property having been from husband to wife; we discussed the matter, and each presented our views on the subject, and I then made him a proposition on behalf of Mrs. Reese, that in order to secure the doctor against any possible contingency he had mentioned—

Gov. Whyte: All testimony in relation to what was a compromise proposition objected to.

Witness (continuing): I suggested that Mrs. Reese would be willing to impound the mortgage and the principal note which was secured thereby, said mortgage and note being for $18,000, of the $25,000 purchase money, the same, according to the terms of sale, having the period

of five years to run; Mr. Cohen declined the proposition and declined everything I offered by way of suggestion to close the matter; subsequently Mr. George L. Van Bibber, a member of the Belair bar, who is a cousin of Dr. Van Bibber, came to see me at the instance of the doctor, and as representing him as his attorney, and we discussed the title of the property and went over the law of the case, and I referred him to all the authorities I was able to obtain bearing on the subject, and I made him the proposition, that in order to avoid the litigation, which I contemplated on her behalf, which proposition was that we should impound the mortgage and principal note in the hands of one of the Safe Deposit Companies of this city, or of some person acceptable to both of us; Mr. Van Bibber said he would go home to Belair and think about the matter, and let me know his conclusion; I might add, that between the time I first saw Cohen, and my first interview with Mr. George Van Bibber, more than a month had elapsed in the meantime trying to fix up the matter with Mr. Cohen; in my first interview with Mr. George Van Bibber, I related to him that Mrs. Reese had given the notice to creditors required by law, and that she had made a report thereof to the Orphans' Court of Baltimore City, where she was administering the estate of her husband, Edwin Reese, and that the Court had passed an order certifying that they were satisfied that notice had been given, and ordered the certificate and report to be recorded as required by law; I also called his attention to the law which made these proceedings evidence, that such notice had been given,