and I suppose the water rent bills also, though I did not see the water rent bills, but that he had not yet prepared the papers; but that was but a matter of a few hours work; that they had not been done because Dr. Van Bibber was dissatisfied; I don't know his exact words, but he led me to believe the matter was not going through, as agreed upon between myself and George Van Bibber; I immediately returned to my office and wrote my letter of December 6th, 1888, to Mr. George Van Bibber, to which I received his reply of December 7th; I received that on the morning of the 8th, wherein he say: "I was in Baltimore yesterday," &c., &c., meaning the day after my letter to him was written - that is, on the 7th of December; on that day, December 7th, Dr. John Van Bibber came into my office, and he then informed me that the title company would have the deed and mortgage ready in a very little while, and he called my attention to a claim against Mr. Reese's estate of $100 due Dr. Moale for tapping a sewer in the rear of the house which he had bought, and asking that it should be settled; I told him that I would communicate the fact to Mrs. Reese, and that if the bill was correct, and had not already been paid, it should be paid promptly, or be taken out of the cash payment coming from him, for as from what he said it looked as if the matter would go through promptly; Dr. Moale's claim has been paid. On the 8th Dr. Van Bibber called to see me, and told me he understood the title Co. would not guarantee the title after the expiration of the mortgage, and after talking generally about the matter he seemed to be averse to have the matter brought into Court, and on

that morning I received Mr. George Van Bibber's letter of the 7th of December, before referred to, wherein he said he had seen the doctor on the 6th, and that they had gone over the matter again, and wherein he informs me that the doctor promised to write to me and to Cohen to proceed with the papers, but instead of writing me in called in person, as above mentioned; George Van Bibber in this letter also called my attention to the claim of Dr. Moale, and he also requested me to see Mr. Cohen, and have him insert in the deed not only the special warranty of Mrs. Reese, but also a warranty against debts of her husband; I prepared a covenant to go in the deed, which read as follows: "And she, Mrs. Reese, (the grantor) further covenants to warrant said property (the property in question) against any debts due by Edward Reese at the time of his death, and yet unpaid, if any; which said property might have been liable for had this conveyance not been executed;" before I could conveniently leave my office to take this to Mr. Cohen, I received a telegram from Mr. Van Bibber about noon, and which telegram is filed as part of the "Exhibit Correspondence F. G.;" wherein he says: "From information just received, fear I cannot do what I stated in letter yesterday; don't see Cohen until I write you;" that telegram is dated December 8th; accordingly I did not see Mr. Cohen in reference to the covenants; the next letter is December 8th, received from Mr. Van Bibber, wherein he states; "I wrote you yesterday under the firm conviction that everything about the Reese business was thoroughly understood, and that there would be no further difficulty in the matter; but this morning's mail brought me a letter which informed