were to be given for the balance of the purchase money, should be deposited with the Safe Deposit Company, during the five years, which the notes and mortgage had to run, and if at that time no claims had been presented against the property, whether we would then issue a policy guaranteeing the title; I told him I would consider that, and would answer him in writing on behalf of the company.

7 Ques. Look at the letter now shown you, and which forms part of Plaintiff's Exhibit Examiner "Correspondence F. G.," and state if that is the letter you wrote in reply to the inquiry of Mr. Gosnell?

Ans. Yes, sir; that is my letter.

8 Q. Who compose the Board of directors of your company?

Ans. Eleven gentlemen, whose names are at the head of the letter just referred to.

Cross-Examined.

By Mr. Poe:

1 X Q. Did you not tell Mr. Gosnell that your company would be willing to guarantee the title, but that the only question was as to what the rate of the premium would be, at the office of Mr. Gosnell, on the 12th of December, and in the presence of Mr. Thomas M. Canahan?

Ans. Without being able to fix the date, though on the date of that letter, I had a conversation with Mr. Gosnell in his office, and it was at the time Mr. Gosnell made the proposition that I have alluded to in my examination-in-chief, to wit, whether we would be willing to insure the title at the end





of the five years, provided the mortgage was impounded, and so on; I do not recollect that Mr. Canahan was present; I replied to Mr. Gosnell, as stated in my examination-in-chief, that we would consider it; I think I told him at the same time, that I was satisfied that we would enter into no such arrangement at our ordinary risk in connection with the title, and I told him also, as I have already said, that we would consider the question and answer him in writing.

2 X Q. Did you not say to him, that Dr. Van Bibber had misunderstood you, and that what you said was, that you would not be willing to insure without an additional premium, or words to that effect, and not that you would not insure at all?

Ans. Mr. Poe, I don't think there was any question between us as to whether Dr. Van Bibber had misunderstood me in his conversation with me, as an officer of the company, nor did I say at the interview with Mr. Gosnell, that we would not insure at all, but simply, as I have already said, that if we did it at all, it would be at a special rate, and that we would inform him (Gosnell) what we would do in the matter.

3 X Q. What was Mr. Gosnell's application to you - at that time, of course?

Ans. As I have already stated in response to questions in chief, there was no formal application to us for insurance, other than the original one made by Dr. Van Bibber about the 12th of September, but on the day of the date of my letter to Mr. Gosnell, Mr.