years; it would be beyond the time fixed by the title company as making the property responsible for the debts of Mr. Reese; I told him I would think the matter over and communicate with Dr. Van Bibber, and would see him and let him know about the middle of the following week, what answer the doctor would make to his proposition; before I left, Mr. Gosnell referred me to several cases in the Maryland decisions and the decisions of the United States Supreme Court. I saw Mr. Gosnell some day in the following week, I think it was, but before seeing him, I called upon Dr. Van Bibber and told him, as near as I could, the details of the conversations I had had with Mr. Gosnell; when I saw Mr. Gosnell, I told him I had just come from Dr. Van Bibber, and had communicated to him the proposition; that I had further told him, I believed the impounding of the mortgage would render him reasonably secure, and that I had advised him to accept it; that the doctor had requested me to see the title company, and to instruct them to prepare the deed and mortgage; I asked Mr. Gosnell in which trust company he proposed to deposit the mortgage, and he told me the Mercantile Trust Co., corner of Calvert and German streets; I asked him what the expense would be, but he told me he did not know, but we could call in and inquire on our way down to the title Co's office; before leaving Mr. Gosnell's office, we discussed the form in which the mortgage should be drawn; I suggested that it be stipulated in the mortgage itself, that it was not to be negotiable; Mr. Gosnell said he would rather not have it in that

form, and that he thought that the note could be drawn payable to her, and not payable to her and her assigns, would answer the same purpose, and I told him I thought it would; we then went to the trust company and asked Mr. Gill, the president, what the charge would be for depositing the mortgage for the five years, and he told us it would be $25, and we told him that we would let him know about it; we then went to the title company's office and saw Mr. Cohen and Mr. Howard; we instructed Mr. Cohen to prepare the deed and mortgage in the mode above described; upon coming out of the title company's office, and upon the street, a question as to who would pay the expense of depositing the mortgage with the trust company came up; I don't remember who suggested it, whether Mr. Gosnell or myself, but Mr. Gosnell declined to be at any expense whatever in this connection; we had some discussion as to who should pay the money, both contending that the other should do so, when it was suggested by me or Mr. Gosnell - one or the other - that the charge should be divided between them, and I remember saying to Mr. Gosnell, that in a $25,000 transaction, $12.50 was too small a matter to have much talk about, and I felt sure Dr. Van Bibber would not object to paying it; there was also something said about when the papers should bear date, I asked Mr. Gosnell if he knew the date when Dr. Van Bibber had entered into possession, and he said he thought it was on the 20th of September, but was not positive, and we both thought that was the proper date to be inserted in the paper; I told him if I ascertained that the 20th of