September was not the correct date, I would let him know, but for him to consider that the time unless he heard from me, and he was to inform Cohen of this date; we then, I recollect now, that I should have stated as a part of the first interview I had with Mr. Gosnell, that the matters in of the administration of Mr. Reese's estate were gone into very fully by him; he explained to me all that had been done, that he did, because I had told him I had not been in the Orphan's Court, and knew nothing whatever about the condition of the estate; he told me about the time these letters were taken out by Mrs. Reese, and about the publication of the notice to creditors, and how many creditors had filed their claims, and how much the total indebtedness was, and stated that there was over $7,000 of surplus remaining in the hands of the executrix, after the payment of Reese's debts; he stated that the surplus remaining in the hands of the executrix being first liable for the payment of debts, that Dr. Van Bibber would have as security, not only the $18,000 mortgage that was to be impounded, but also the $7,000 remaining in the hands of the executrix undistributed, and the two together would make up $25,000, the full purchase money of the property; that in his judgment, under no condition of affairs, even if the title Co. was right in its contention, could the doctor be called upon to pay more than the purchase money of the property, and he therefore, if he had accepted the proposition he then made, the doctor would be absolutely secure; I asked Mr. Gosnell if he recollected whether the published

notice to creditors required them to file their claims within 6 months or 12 months, and he said that he was almost certain that it was six months, but he would not be positive; I asked him to look at the records of the Orphan's Court, and ascertain that fact for me, and let me know by letter; this Gosnell did by sending me a copy of the Orphan's Court notice; on the 6th of December, 1888, I was in Baltimore, and saw Dr. John Van Bibber, and learned from him that he was not at all satisfied to accept the propositions I have stated above; his objections was that the title company have rejected the title, it would be known generally, and that if he had an advantageous offer for the property he would be unable to accept the offer, because of the cloud upon the title, notwithstanding the fact that he was secured by the pledge of the mortgage, and the balance of the money remaining in the hands of the executrix; I told him there could be no serious objection on this ground, because I had understood through Gosnell that the title company would insure the title at the expiration of the five years, provided no known debts of Mr. Reese were left unpaid; the doctor said, if that were so, he would be perfectly satisfied, I told him that was so, and if he was satisfied he had better notify both Gosnell and Cohen; upon my return home the next morning, I wrote to Mr. Gosnell my letter of December 7th; upon the following day I received information from Dr. Van Bibber that he was still dissatisfied, and could not, or would not, accept the proposition; but he did not give me his reasons; I immediately telegraphed Mr. Gosnell, and wrote him, on the 8th of December,