part of the expense of having the question in controversy determined by the Court, also for the purpose of fixing upon a time to have an interview with Gov. Whyte; at this interview I made three propositions to Mr. Gosnell, on behalf of Dr. Van Bibber; one was that the doctor, if he would cancel the contract, would forthwith vacate the premises and pay a rent for the time he had occupied them, such an amount as was right; or the doctor would continue to occupy the premises until the litigation was terminated, and if it was determined by the Court that the title was defective, that the doctor would then vacate, and pay as rent for the time he occupied the house, the interest on the purchase money, all tax charges and insurance, or that Mrs. Reese would give him a title which the title company would insure; all of these propositions Mr. Gosnell promptly rejected; Mr. Gosnell and the doctor had some talk, and they entered into an agreement, that if the matter were presented to the Court, upon a case stated, that there would be a division of the expenses, as stipulated in their contract, filed as part of Plaintiff's Exhibit Examiner Correspondence F. G.; Mr. Gosnell and I saw Gov. Whyte at his house upon two occasions, at neither of which were we able to agree upon the statement of facts.

4 Q. Do you remember whether Mr. Van Bibber asked you to examine what was known as the Moale Contract; and if so, have you examined it, and do you know its contents?

Ans. He did not request me to examine the Moale Contract; I never saw it, nor did I ever see the original

contract of purchase, until after it was filed as an exhibit in this case; I did not examine the title in any way.

Cross-Examined.

By Mr. Poe:

1 X Q. From whom did you get the idea that, as part of the agreement with Gosnell, of which you have spoken, the title company was to insure the title, at the end of the five years?

Ans. I got that from the first conversation I had with Mr. Gosnell.

2 X Q. Can you remember what it was that he said you you on that subject?

Ans. He told me that Cohen had said that if the matter had been of three or four years standing he would have made no objection to the title and would have issued the policy; Mr. Gosnell upon repeated occasions, during this interview, referred to this statement of Mr. Cohen's and thereby it made a decided impression on my mind.

3 X Q. Do you wish to be understood as stating that Mr. Gosnell proposed, as part of the agreement with you, that the title company should give the insurance to which I referred, or that you assumed or inferred from his previous conversation with you on that subject, that that feature was to be a part of the agreement?

Ans. In answer to this question I will repeat what I have already testified to, that I had a very decided impression on my mind that the title company, at the end of the five years would, without hesitation, issue the policy; I gathered this impression only from conversation with Mr. Gosnell, for I had no conversation with