any one else upon the subject, and it was this impression that I communicated to Dr. Van Bibber when I told him that the title company would issue the policy at the end of the five years, and when I saw Mr. Gosnell, and communicated to him that Dr. Van Bibber's trouble was the fact that the title company would not issue the policy at the end of the time; I was somewhat surprised to find Mr. Gosnell did not understand the matter as I did, and I so told him, and we then and there undertook to recall the conversation that we had on that subject, and I told Mr. Gosnell that the impression I had gathered and my understanding of the matter, and what I had told Dr. Van Bibber were probably stronger than the language used by him would justify, but nevertheless I had so told the doctor, and it was upon that statement of the matter that he had consented to accept the propositions; I would like to say in this connection that Mr. Gosnell in his talk with me, and his criticism of the action of the title company, emphasized this statement of Mr. Cohen that he would have made no objection to the title had it been of several years standing, and it is alone from this emphasis he gave of the matter that can account for my impression and understanding; that it was a part of the proposition.

4 X Q. You wrote to Mr. Gosnell asking that there should be inserted in the proposed deed a personal covenant from Mrs. Reese, you of course had a reason for that; will you kindly state your reason for asking for such covenant?

Ans. The purpose I had in mind when I wrote the

letter referred to, was to inform Mr. Gosnell that the negotiation was not off, and I recall distinctly that the first part of my letter was to relieve Mr. Gosnell's mind of the idea that had impressed upon me, that Mr. Cohen was for some purpose of his own, interfering in the negotiation of sale, and I recall also distinctly that the thought of a personal covenant did not occur to me until I was about closing my letter, when the thought suggested itself to me that a special warranty would only provide for the incumbrances that Mrs. Reese, herself, might have put upon the property, and that such a warranty could not be made effective against the $7,000 surplus that Mr. Gosnell had told me was in her hands from the personal estate of her husband, and that therefore I thought there should be in the deed her warranty against debts of her husband; this suggestion was my own without consultation or suggestion from any one else.

5 X Q. You desired to get the additional security which a covenant from her would furnish, did you not, understanding that she was a woman of some means whose covenant would be worth having?

Ans. I knew nothing of her means; I had heard nothing about them, and had made no inquiry; the only thing that suggested the covenant in that form was, that Mr. Gosnell had insisted strongly that the $7,000 and the $18,000 would make up the full value of the property.

Re-Examined.

By Gov. Whyte: