part consideration therefor the bonds of Mundell and Wade to the Complainant, and was therefore extremely anxious how soon the business should be finally closed so that, that bond might be received by Wade and by him paid into the concern of Mundell Wade which concern as I have before stated, had in the Month of November 1796, or about that time, granted their bond to William Hall of Alexandria for a debt due to said Hall by Benoni H. Wade in his individual capacity, and which bond Benoni H. Wade, had promised to indemnify them out of the sale of his Land, so soon as he should be enabled to effect a sale thereof, it was on this account and because the concern had been obliged to pay a very considerable sum of money, about one thousand dollars in part of said Bond, that I was extremely anxious that Wade and the Complainant should finish their business that Wade might receive and pay in to the concern of Mundell and Wade their Bond to the Complainant to cover their the said Mundell and Wades Bond and payment to Hall, and further this deponent saith not.

Francis L. Dyer being sworn, deposeth, that he is not fully acquainted with the Defendant; That some time in the Spring and to the best of his recollection in the year 1797 he met with Thomas Mundell in the road or in the Town of Piscataway, and in conversation informed him this Deponent, that he had purchased Edward Edelins Tobacco, he asked him the price he had given for it, who said he had given something more than the current price in Town but that he must not tell him what he had given. Sometime in the fall following reports were current that Edward Edelin had purchased Benoni H. Wade's Land; And being in company with Mr. Wade in his counting room to the best of his knowledge in Month of October 1797 he this Deponent asked him whether he had sold his

Land

to Mr. Edelin who said that he had, and told the price which was he thinks about five pounds pr. Acre, he then observed to Mr. Wade that Edelin had given too much for this land and doubted whether he would be able to make payment for it, yes says Mr. Wade he will pay for it very easy, we are owing him Edelin a considerable sum of Money which is to go in part payment for the Land, and that Mr. Edelin had told him that he had a good crop of Tobacco in his houses this says Mr. Wade, should the price keep up, and with what he has already paid will near or wholly pay for the Land, some short time after this, he this deponent heard Thomas Mundell say, he was extremely glad that Mr. Edelin had purchased Mr. Wades Land as they were owing him a considerable sum of money and had it not then in their power to pay him, but that it was now applied towards the payment of Mr. Wades Land, and further relative to the subject this Deponent saith not.

Anthony Hardy, being sworn deposeth, that he has known the Complainant ever since he was a boy and the Defendant about eight or ten years.

That he had frequently heur that the Complaint had bought the tract of Land called Stoney Harbour of Benoni H. Wade and that he understood from the Complainant that he was to give five pounds pr. Acre for said Land but does not know any thing respecting the time of payment or purchase, that he does not know when possession was given or any thing about the payment of the purchase money, or that any part is still due, he does not know that Mr. Wade was indebted to the Complainant at the time of selling the Land, This Deponent says that at the time the Land was surveyed it left out a slip of Woodland, at which the Complainant seemed dissatisfied, and he thinks he the Complainant said he would not have said Land, and further this Deponent saith not.

John Robinson being sworn, deposeth, that he has known the Complainant twenty years and that he has no knowledge of the Defendant, he was called

(upon)