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know the parties or either and which of them and how long) have you known them?

2d. Have you any knowledge concerning a deed of conveyance from Joyce and wife above named to Sarah Severson above named before her marriage with the said Stephen and concerning a mortgage from said Sarah to the complainant? If yes, state fully and particularly your whole knowledge upon the subject and the sources whence it was derived.-

T. Parkin Scott, for Complt.-

Elijah Taylor
vs
Elisha Joice and
Elizabeth his wife and
Stephen Severson & Sarah
his wife.-

In Chancery- By virtue of the annexed commission issued from the High Court of Chancery of Maryland to John Carrere, Junr. directed (authorizing) and empowering him to examine all such witnesses as should be produced before him on the part of the plaintiff in the above cause the said John Carrere Junr. having first taken the oath annexed to said commission on the fifth day of January in the year eighteen hundred and thirty five and having on the same day appointed John Hanan clerk who was duly qualified to act by taking the oath to said commission annexed did by the appointment of the Solicitor for the complainant adjourn said commission to meet on Wednesday January 7th. 1835 at the office of the commissioner Court House Lane City of Baltimore On which day Janry. 7th. A. D. 1835- The commission met pursuant to adjournment but neither complainant or his witnesses attending said commission was adjourned over to Thursday the 15th. of January 1835 to meet at the same place.-

Thursday January 15th A. D. 1835 Commission met pursuant to adjournment when Fielder Israel a witness of lawful age was produced and sworn on the part of complainant and answers to the interrogatories for that purpose filed as follows.-

1st. To the first interrogatory he answers, That he knows the parties.

2d To the second interrogatory he answers- That the deed from Elisha Joyce senior and Elizabeth his wife to Sarah Joyce dated the 31st. October 1827 and the mortgage of same date from Sarah Joyce to Elisha Taylor were drawn by deponent and read or the contents thereof fully explained by deponent to and in the presence of all the parties at the House of Elisha Joyce then residing in Old Town where in consequence of the indisposition of Elizabeth Joyce they were executed- No objections were then made either to the deed or the mortgage to deponents knowledge- The mortgage was drawn with the view and for the purpose of securing the amount of certain purchases made as deponent understood by Elisha Joice at the sale of the personal estate of Isaac Raven deceased (of whose will said Taylor was one of the executors) amounting to $433.22¼
other charges for dividing the real estate of said deceased . . . . .
Attorneys fees &c. paid by Taylor 81.44
$504.66¼
And cash then advanced by Taylor 145.34
Making $650.00

The amount of purchases at Raven's sale was not objected to, but on the contrary admitted to be owing Mr. Joyce and wife however con-

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tending that their portion of Raven's estate when distributed would discharge or ought to discharge the amount of purchases and found fault with the executors of Raven's estate as to the management of some suit instituted against that estate the particulars of which deponent does not now recollect- Complainant on the other hand contended, that all had been done, and would continue to be done that was in the power of the Executor in resisting the suit alluded to, and that upon a distribution of the estate of Raven whatever Joyce and wife were entitled to, could be applied or toward the payment of the mortgage debt which deponent understood was finally assented to and thereupon the papers were executed- The complainant (Mr. Taylor) said he was ready to pay the balance to wit $145.34 and deponent believes he did pay it to Sarah Joyce- Deponent has no hesitation in stating it as his belief and opinion that the transaction was a fair and bona fide one- entered into with the full consent and knowledge of Mr. Joyce and his wife and their daughter Sarah; and that they fully and clearly understood the tenor and effect of the mortgage and deponent has always thought and does still believe that the mortgage debt is justly due to Mr. Taylor, and that so far as he was concerned in the transaction, he acted justly honorably and fairly-

William Scharf a witness of lawful age, was then produced and sworn on the part of complainant and answers to the interrogatories for that purpose filed as follows:

1st To the first interrogatory this deponent saith, that he knows all the parties, that he has known the complainant for many years and having had many transactions with him, he complainant has always had and still merited this deponents full confidence and regard-

2d. To the second interrogatory this deponent saith that he was co-executor with the complainant of Isaac Raven's estate and that this deponent and said complainant permitted said Joyce as well as many other purchasers at the sale of Raven's estate to take possession of the property so purchased by him, without compelling him to give a bond or note with security for his said purchases, before the removal of the property, but this deponent and complainant applied to said Joyce immediately thereafter and frequently through the year, to give a note with security for his said purchases. That deponent has heard and believes that said Joyce shortly afterwards sold a part of his said purchases at a large profit, but he never paid this deponent and said Taylor nor did he ever give them a bond or any written acknowledgment for his debt to them. That said Joyce and wife (in her right) being also entitled to the real estate of said Raven's (having by the death of Mrs. Shaw her sister become the sole owners) the complainant agreed to make a loan to Mrs. Joyce and her daughter Sarah (then unmarried now the wife of Stephen Severson) to whom the said real estate was to be conveyed provided they would give him a mortgage for the amount of Elisha Joyce's purchases at the said sale and some other small advances in addition to the loan, then to be made and this deponent believes such mortgage was given and the promised loan was made- Deponents knowledge of these transactions was derived