December Term 1843.

James Harwood
vs.
Gerard Hopkins.

In Baltimore County Court sitting as a Court of Equity ordered this twenty second day of June in the year one thousand eight hundred and forty one that the decree rendered by this Court on the twenty ninth day of May in the year one thousand eight hundred and forty one be — and that the sale by the Trustee be suspended and that the answers of Gerard Hopkins be received unless cause to the contrary be shown on or before the twenty ninth day of June in the year one thousand eight hundred and forty one provided a copy of this order be served on the Solicitor of the complainants on or before the twenty fourth instant

R. B. Magruder, Cl. Purviance.

And thereupon the parties aforesaid by their Solicitor aforesaid filed in said cause the following agreement to wit:-

United States Insurance Company and others
vs.
Gerard Hopkins.

Let a Commission issue to John Carrere Junr.

L. Glenn for Compltt.
Geo. M. Gill, for Deftt.

Whereupon issued Commission accordingly. The said cause thus standing was continued until the January Term of the said Court in the year of our Lord one thousand eight hundred and forty two and on the twenty second day of April in the year aforesaid John Carrere Esquire to whom the Commission aforesaid was directed made return to the Court here of the said commission together with his proceedings under and in pursuance thereof which Commission and proceedings are in the words and of the tenor following to wit.

The State of Maryland. To John Carrere, Junr. Esqr. Commissioner named on the part of the complainants and the defendant. Know ye that you are appointed Commissioner to examine witnesses in a cause depending in Baltimore County Court on the Equity side thereof between The United States Insurance Company of Baltimore John B. Howell Walter Farnandis and James Harwood Complainants and Gerard Hopkins defendant. Therefore you are requested after having taken the oath hereunto annexed and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this Commission that at such time and place as to you shall seem convenient having first given notice to the respective parties or their Solicitors, you cause to come before you all such witnesses as shall be named or produced to you either by the complainants or defendant and that you examine them upon their corporal oaths to be by you administered on the Holy Evangely of Almighty God touching their knowledge or remembrance of any thing that may relate to the cause aforesaid and having reduced the depositions of the witnesses so taken by you into writing you send the same with this Commission closed under your hand and seal to the Judges of the said County Court with all convenient speed; witness the Honorable Stevenson Archer Chief Judge of our said Court the first day of May in the year eighteen hundred and forty one. — Issued the 23d. day of June 1841.

Tho. Kell. Clk.

Commissioners oath. — you shall according to the best of your skill and knowledge truly faithfully and without partiality to any or either of these parties take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the Commission hereunto annexed upon the interrogatories now or which may hereafter before the said Commission is closed be produced to and left with you by either of the parties. So help you God. Sworn to by John Carrere Junior the within named Commissioner this

December Term 1843.

thirtieth day of June in the year eighteen hundred and forty one before the subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore.

J. Hanson Bell.

The execution of this Commission will appear from the Schedules annexed.

In o. Carrere Comm.r Seal.

Interrogatories to be answered by Joshua I. Atkinson a witness on the part of the Respondent. First. Do you know the parties and how long have you known them.

Second. Look at the promissory note of James Hopkins dated the 11th. July 1833 and the deed of Mortgage from James Hopkins to the United States Insurance Company dated 12th July 1833 and state for what consideration the said James Hopkins passed the said note of $2500 and the said mortgage to the said United States Insurance Company what was the consideration of the said promissory note and what was the consideration of the said mortgage.

Third. If in answer to the second interrogatory you state that the said United States Insurance Company passed at the date of the said note or mortgage a Policy of Insurance to the said James Hopkins then state what premium if any was paid by the said James Hopkins to the said Company state what became of the said Policy of Insurance state whether it was or was not received and how often and where the original Policy and renewal of Policies now are and in whose possession and whose property the same now are state who endorsed the said Policies of Insurance and each of them where each was discounted and what premium was paid to the said United States Insurance Company on each of the said Policies of Insurance.

Fourth. Did the United States Insurance Company ever pay any money to the said James Hopkins and how much on account of the said note and mortgage.

Fifth. Was there at any time any arrangement or agreement between the United States Insurance Company and the Maryland Savings Institution by which the latter agreed to discount the policies of Insurance of the former where did the United State Insurance Company keep its account in what bank or banks were not some of the Directors of the United States Insurance Company President or Directors of the Maryland Savings Institution on the 11th. July 1833.

Geo. M. Gill, Solr. for Deft.

Interrogatories to be answered by James Hopkins a witness on the part of the Complainant.

First. What was the consideration of the promissory note marked Exhibit No. 2 and of the mortgage marked Exhibit No. 1 state all the circumstances which led to your execution of the same what did you receive from the United States Insurance Company when you gave the said note and mortgage state who was the President of this Company at the time of this transaction what passed between you and him in relation to the same, what you did with the Policy of Insurance obtained from the United States Insurance Company whether the same was renewed and how often and what was done at the time of the renewal.

Second. Who was President of the United States Insurance at the time of this transaction and what situation did he hold in the Maryland Savings Institution.

Geo. M. Gill, Solr for Respt.

Additional Interrogatory. Was there any agreement between you and Gerard Hopkins in relation to the said mortgaged property.

Geo. M. Gill, atty. for Respt.

Cross Interrogatory. 1st. Do you occupy the house mentioned in the mortgage