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marked Exhibit No. 1, and have you occupied it ever since the day such mortgage was given and have you paid or do you pay any rent for it to any one.

I. Glenn, for Plff.

It is agreed that the proceedings in the case of the United States Insurance Company at. Sherman Stump appointing Fernandis Howell and Harwood receivers be considered as proved in this case.

I. G. for Complt.
Geo. M. Gill for Respondent.

The United States Insurance Company and others -
vs.
Gerard Hopkins.

On the Equity side of Baltimore County Court. By virtue of the annexed commission issued to me in the above cause I John Carrere, the Commissioner therein named do hereby certify that having taken the oath to said commission annexed I appointed the twelfth day of March 1842, at my office in the City of Baltimore to take the depositions of witnesses on behalf of the defendant and that having given due and legal notice thereof to the Solicitors of the parties, I did on the said day and year take the following deposition on the paper writing marked Exhibit No. 1 and No. 1 being first filed. Joshua I. Atkinson of lawful age produced sworn and examined on the part of the defendant. To the interrogatories propounded to him deposeth as follows.

1st. To the first Inty. He answers that he knows the complainants but does not know the defendant.

2d. To the second Inty. He answers that he has looked at the promissory note of James Hopkins dated the 11th July 1833 marked Exhibit No. 2, and the deed of mortgage marked Exhibit No. 1 - That the said note was given by James Hopkins to the said United States Insurance Company for a Policy of Insurance of the said Company a copy whereof is herewith filed marked No. 3 for a like amount and the mortgage was given by said Hopkins to said Insurance Company as collateral security for the payment of said note and that the said Policy of Insurance was the only consideration.

3d. To the third Inty. He answers that the premium paid by said James Hopkins to said Insurance Company was fifty seven dollars and sixty one cents. That the said Policy of Insurance was delivered to said James Hopkins but what he did with it deponent does not know. That this deponent ceased to be secretary of the said Insurance Company about the beginning of August 1833 and he has no personal knowledge of what became of said Policy thereafter further than that on his becoming the Agent of the Receivers in July 1834 the said Policy was filed among the papers of said Insurance Company as this deponent recently discovered on search for the same and the same is now filed by him marked No. 3 as stated in his previous answer. That on examining the Books of said Company he finds an entry under date of 13th January 1834 showing a note of James Hopkins for twenty five hundred dollars received and a Policy of the same amount issued and under this entry is written "renewal on mortgage"; that he has hunted and cannot find the said second Policy among the papers of said Company. That he does not know to whom the second Policy belongs. That the Books show that fifty seven dollars sixty one cents were paid on the renewal of the Policy as before stated. That he has not personal knowledge by whom said Policies were discounted. The following words are endorsed on the first Policy. "For value received I hereby guarantee the payment of the within Policy. G. and G. Hopkins." That he does not know whether the same words are endorsed on the second Policy deponent further states that papers herewith filed and marked No. 4. is a copy of the second note (of 13th Jany. 1834) the

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original of which is in the possession of the Receivers of the United States Insurance Company.

4th To the fourth Inty. He answers that he has no knowledge of any money paid by the said Company to said James Hopkins on account of said note.

5th. To the fifth Inty. He answers that he has no knowledge of any arrangement or agreement between the said Insurance Company and the Maryland Savings Institution to discount their policies that the said Insurance Company kept an account in the Maryland Savings Institution and one in the Susquehanna Bridge and Bank Company. He further states that Job Smith Junr. was a Director in the said Insurance Company and the President of the Maryland Savings Institution on the eleventh of July 1833. That there were other of the Directors in said Insurance Company who were also at the same time Directors of the Maryland Savings Institution and at the particular time above mentioned. That Peter Neff was at one time a Director in the Maryland Savings Institution but whether it was at the time he was President of the Insurance Company aforesaid this deponent cannot now remember. That said Peter Neff was the president of the said Insurance Company at the time the note and mortgage herein before referred to were executed. Adjourned to the 21st. of March aforesaid to meet on the part of the defendant.

On which 21st. March 1842 having met the following deposition was taken James Hopkins of lawful age produced sworn and examined on the part of the defendant, to the interrogatories propounded to him deposeth as follows:

1st. To the first Inty. He answers that the consideration for the said note and mortgage was a Policy of Insurance of the United States Insurance Company which this deponent received from said Company. That Peter Neff was President of the said Insurance Company at the time said mortgage and note were given and the Policy received by deponent. That some two months or six weeks previous to the execution of said mortgage this deponent met Mr. Peter Neff in South Street opposite the office of the Insurance Company and having had a previous acquaintance with him some conversation ensued between them in which said Neff stated pointing to the office that they were about establishing an office which would be of service as they would issue Policies which could be readily discounted and that such Policies would be issued on promissory notes or on mortgages. Deponent replied that he would shortly want some money and as it might suit him to arrange it in that way he would probably give him a call. That he stated a piece of property which said Neff knew and said he might want to obtain some money on it when said Neff stated to deponent that if he should desire to do so. The Insurance Company would issue their Policy which he Neff would have discounted at the Maryland Savings Institution: Here they separated.

(Complainants Solicitor objects to all that part of the above answer which details the conversation between the witness and Peter Neff on the ground of its incompetency and illegality) Deponent further states that some six weeks or two months thereafter he called at the Insurance office and stated to said Neff that he had come for the purpose of effecting the operation on mortgage and reminded said Neff of their previous conversation and of what he Neff had said in reference to the Policy and his procuring it to be discounted at six per cent. at the Maryland Savings Institution that said Neff then repeated the said conversation so far as regarded the discounting the policies at the Maryland Savings Institution and asked