heard from him again. The next time witness came in said Schaub told wit-
-ness that he would give him the one thousand dollars for the said House and told
witness to get the deed drawn, witness then went to the Court House and got
out the old deed to himself. The said Jacob Schaub then told witness to get the
deed drawn and not telling him who to apply to for that purpose witness
went to Mr. Mock and employed him to draw it. Mr. Mock drew the said
deed and delivered it to the witness, who paid him for drawing it and took
it home and the next day being the ninth of October in the year eighteen hun-
-dred and thirty two and being also the day on which the said deed was exe-
-cuted the witness and his wife came into Town with the said deed and went
to the house of the said Jacob Schaub and the said Jacob Schaub told the
witness that he, the said witness and his wife need not get out of their gig,
that they must go to William Eberwein. They went there, and the said
Eberwein Jacob Schaub deponent and his wife came down to Squire Israel
and there executed the said deed which is the paper shewn to witness and
herewith filed and marked respondent Exhibit B. "That after the said
deed was executed the witness took it up and they all went together to Eber-
-wein's house on Fayette Street close to Liberty Street witness and wife
were there invited up stairs, and on the table there was the sum of
one thousand dollars all in Silver which was paid to witness by
said Eberwein in the presence of the said Jacob Schaub witness
received the purchase money and gave Mr Eberwein the deed
in the presence of the said Jacob Schaub some few days after the said
Eberwein came to witness, and told him that the deed was not right wit-
-ness asked him what was the matter with it, and Eberwein replied
that the said deed was in Schaub's name and that he, the said Eber-
-wein wanted it in his own name. The said Eberwein was then alone witness
told him to get another deed drawn and witness and his wife would come to
town and execute it at any time he chose and the Saturday following was fixed
on for the execution of the new deed but before that time the said Eberwein was
taken sick of the cholera and died. Witness thinks that Eberwein being a
German could not read English. The said Eberwein was a baker and
a man of means.

To the third Interrogatory that he did know the said William Eberwein
and that he died about two days before witness was to have come to town
on the last mentioned day it was not many days after the said ninth
of October eighteen hundred and thirty two.

To the fourth Interrogatory that the said William Eberwein has but
one son now living who is named William H. Eberwein. That he knows nothing
further of the subject of this interrogatory.

Whereupon the counsel for the complainant exhibited his interrogatories to
be put to said Witness on the part of the complainant which are herewith
returned, and the said Witness being examined thereon deposes and says.

To the first Interrogatory that the said William Eberwein was the
son in law of Jacob Schaub having married his daughter who is now
the wife of Winschof the defendant.

To the second interrogatory the witness was never called on after the death
of the said Eberwein by any person to execute another deed of the said pro-
-perty.

To the third Interrogatory that for seven years before the execution of

the said deed, the said Jacob Schaub lived in the said house and has continued
to live there down to the present time. That the said Jacob Schaub paid the
witness one hundred dollars a year for the rent of the said house before the exe-
-cution of the said deed and witness thinks that it is worth the same now.

David B. Ferguson, a witness of lawful age produced on the part of the de-
-fendants being duly sworn and examined to Interrogatories filed with
the Commissioner by the defendants and herewith returned deposes and
says.

To the first interrogatory that the said paper now shewn him and marked
Respondents Exhibit X (and herewith filed) was drawn by the witness
some time in the year eighteen hundred and thirty two but that he cannot
tell either the day or the month. That to the best of his recollection he thinks
Mr Eberstein talked to him on the subject but does not recollect that he
applied to him to draw the said paper.

Whereupon the counsel for the complainant exhibited an interro-
-gatory to be put to said witness on the part of the complainant, which
is herewith returned, and the said witness being examined thereon
deposes and says.

To the said interrogatory that the said Eberwein was a plain
industrious man, that he spoke English tolerably well, but wit-
-ness does not know whether he could read it.

St. George W. Teackle, a witness of lawful age produced on
the part of the complainant being duly sworn and examined to
an interrogatory filed with the commissioner by the complainants
and herewith returned deposes and says.

To the said interrogatory that in the Spring or Summer of eighteen
hundred and thirty eight after Jacob Schaub applied for the benefit
of the insolvent Laws of Maryland he the said witness was employed
by his creditors to examine into his affairs and to take all necessary steps
to protect the interest of the creditors. That the witness soon discovered the
deed from Schaub to Winschof dated in March eighteen hundred and
thirty eight (herewith filed and marked Complainants Exhibit A)
and after some enquiries witness addressed notes to Schaub and Wins-
-chof dated in March eighteen hundred and thirty eight, informing
them that witness would file a bill to vacate the said deed as fraudu-
-lent against the creditors of Shaub. That some time after this wit-
-ness was requested to attend at the office of I. V. L. McMahon, Esquire
one of the respondents Solicitors and when witness got there he was informed
by Mr. McMahon, in the presence of both Schaub and Winschof that he
had been sent for in order if possible to settle amicably the difficulty
between Schaub's creditors and Winschof in regard to the title to the lot
and alledged distinctly that Winschof was the sole and only owner
of said lot under and by virtue of his alledged purchase from
Schaub and neither Schaub nor Winschof mentioned during the
interview nor since to this deponent that any other person except
Schaub and Winschof had ever any claim to said property from the
time of the conveyance of said property by Siequet and wife to said
Schaub in eighteen hundred and thirty two, down to the time of said
interview on the contrary the title of Winschof as derived from Schaub
was alone insisted upon by them, or their counsel in their presence and