acquainted with Samuel Harvey and Jamy Worth the Complainants and also know John Ward
he of the defendants I have several times seen John W. Conneys. 2d I was also well
acquainted with William Conneys the intermarried with the daughter of the said John Ward.
3d I have been frequently on the Farm which John Ward Mortgaged to Baker & Conneys
Merchants of Philadelphia and went over with Cornelius Conneys of the firm of Baker and
Conneys to John Ward when the said John Ward agreed to mortgage the same Afterwards at
the request of the said Cornelius Conneys attended to obtain the execution of the said
Mortgage, but do not now recollect how much land the said Farm contains - It is a
valuable Farm and has a valuable Brick dwelling - The lands very near that
Farm have been sold for upwards of thirty Dollars p acre, but I don't know what
would be a fair price p acre for said land - 4th The body of the paper marked
No. 1. I believe is the Hand writing of Samuel Harvey of the firm of Harvey & Worth
Merchants of Philadelphia being well acquainted with him and having frequently
seen him write. The signature of William Conneys I believe to be the hand writing of the
said William Conneys being intimately acquainted with him and having also frequently
seen him write. 5th William Conneys called at my store shortly before he purchased
the Mortgage which Baker & Conneys had on the land of John Ward, and in the
conversation told me he had applied to his uncle Cornelius Conneys (who was then in
Maryland) for the Mortgage, and said that his Uncle had refused to let him have
it unless he would pay the amount of the Mortgage and also secure the Judgment
of Harvey & Worth - He said he thought his Uncle ought to let him have the Mortgage
by paying the amount of it, without paying Harvey & Worth's Judgment but as
he had refused and he had concluded to do it. I also had a Conversation with the
said Cornelius Conneys while down from Philadelphia, when he mentioned to
me that William Conneys had applied to him for the Mortgage and that he had
promised to let him have it by paying off Baker & Conneys Mortgage & securing
Harvey & Worth's Judgment - A short time afterwards William Conneys called again
and mentioned to me that he was going up to see Baker & Conneys to get the
business closed, and did go up - after he returned he called & told me he had got
the business arranged and shewed me a Copy of the paper marked No. 1. I
remarked to him after reading it that Harvey & Worth's ought to have had his bond,
he said he was to pay them but expected to get it secured by debts from Mr Ward &
also mentioned he was to have the Crop of Corn on the land - He also had a list of
debts which he employed James Scott Esquire his attorney to recover and said he expected
others from Mr Ward, and that he expected to get a considerable part secured, and
what he could not he was to pay Harvey & Worth - after some time I think in the
latter part of the year eighteen hundred three, or in the early part of the year
eighteen hundred and three, William Conneys told me he had been to Philadelphia
that Harvey & Worth wanted his bond, and he said a difference took place between
them about it and he refused to pay his Bond - In the conversation with him
after his return he said he had not been able to recover the debts as he expected, and
he would not give his Bond, but would pay them that they must wait his convenience about it - after that difference between Harvey & Worth & William Conneys
the paper marked No. 1 was lodged with me about March eighteen hundred three by
Harvey & Worth and remained in my possession until about March eighteen hundred
and five, when Samuel Harvey came down and was about to institute suit, when
he requested me by letter on his return home to put it in the hands of William
Baker Esquire their Attorney, which I did within a few days - John Ireland

Test. John Stoops. John Conneys.

John Conneys a Witness produced on behalf
of the Complainants, being first duly sworn to declare the truth doth

depose and make the following answers to the Interrogatories filed on behalf of the Complainants
First I am acquainted with all the parties. Second I know William Conneys, he intermarried with
a daughter of John Ward. Third I am well acquainted with the said Farm, it contains about
three hundred and eight acres, and is a good & valuable Farm, it would sell from twenty to
twenty two dollars p acre. Fourth I do not know the hand writing of the body of the paper
but I believe the signature to be that of William Conneys, having frequently seen him sign
his name. Fifth I have had conversation with William Conneys respecting the assignment of
the Judgment, William Conneys came to my house and informed me that Baker & Conneys
of Philadelphia had empowered me to act for them, to give them a title to the Farm by
acknowledging a Deed. I asked William Conneys if he had positively bought the Farm, he
informed me that he had - I further asked him how much he owed for it, he informed me
that he was to pay off Baker & Conneys Mortgage, and liquidate Harvey & Worth's Judgment
which Judgment Cornelius Conneys of Philadelphia had an assignment of as he himself
informed me - some time after the land was deeded to William Conneys, he came to my house after
he had been to Philadelphia and informed me that he and Harvey & Worth had had a dispute
about the said Judgment - He further informed me that John Ireland of Gunpowder Crop road
was authorised by Harvey & Worth to settle the business with him, and that they had had a
dispute on that subject - He said he was sorry he had had a dispute with Mr Ireland about
it, and asked my opinion respecting the business, I told him that I would go forward & settle it - He then asked me to go forward to Mr Ireland and compromise the business
with him, and that any agreement I would enter into he would perform - I promised to
go over the next day or the day after, but not being well enough to ride, did not go -
A few days after this William Conneys called on me again, and asked me if I had been
to see John Ireland respecting the business on which we had been talking - I told him I had
not, not having been able to ride - He said it was well enough I had not, that he had been
to Baltimore and had taken Luther Martin's opinion on it which he pronounced to me to
be, which opinion was as well I can recollect that he was not answerable for the
money, but that if I had arranged the business with Mr Ireland he would go forward & comply with it, I do not recollect that William Conneys stated to me that Baker and
Conneys refused to assign to him the Mortgage unless he agreed to secure the Judgment
which Harvey and Worth had against John Ward - My advice to Mr Conneys was to
have the money payable in such instalments as he would be able to meet & Mr Ireland
would agree to - Mr Conneys then requested me to go forward & make such an arrangement
with Mr Ireland.

John Conneys. Test. John Stoops.

John Mercer, a Witness produced on behalf of the Complainants, being first duly sworn
to declare the truth, doth depose and make the following answers to the Interrogatories
filed on behalf of the Complainants. First I know only John Ward.
Second I know William Conneys he intermarried with a daughter of the said John Ward.
Third I am acquainted with the said Farm, but do not know how many acres it contains
It is a good & valuable Farm, and would sell for twenty two dollars p acre -
Fourth I have no knowledge of the hand writing of the body of the paper or of the signature.
Fifth I had no conversation with William Conneys on the subject & know nothing about
the transaction -

John Mercer - Test John Stoops.

William Ward a Witness produced on behalf of the Complainants, being first duly sworn
to declare the truth doth depose and make the following answers to the Interrogatories
filed on behalf of the Complainants. First I know John Ward only - Second I know
William Conneys and have understood that he married a daughter of John Ward -
Third I know the Farm, I am well acquainted with it, it contains I think about
three hundred and fifty acres - It is a good & valuable Farm, and I think is worth
from twenty to twenty two dollars p acre - Fourth I know nothing of the hand