June Term 1843.

May Term 1837. No objection having been made to this report or any cause to the contrary having been shown – It is therefore ordered by the Court that the report of the auditor be finally and absolutely ratified and confirmed

Test Geo. Hardy Clk.

Arnold E. Jones aged about fifty years, a Witness produced and examined on the part of the Complainants, having been first duly sworn on the Holy Evangelys of Almighty God, to declare the truth, the whole truth and nothing but the truth of the several matters, enquired after by the several interrogatories exhibited in this Cause, according to the best of his knowledge, remembrance and belief, deposeth and saith as follows:

To the first Interrogatory he answers and says "I know the parties Complainant and defendant and have known them ever since I have been grown"

To the second Interrogatory" I was the proprietor of a share in the Somerset Hotel mentioned in Complainants bill; I am not the owner of it now, but conveyed the same to William Williams the defendant in this Cause; as will appear by my deed to him, filed to him in this Cause; which deed I executed at the request of John H. Anderson mentioned in Complainants bill, and at the time therein mentioned. as to the Consideration of the said deed. I would remark, that while I was the proprietor of the said share, and after I had paid one instalment on the same, I think about ninety dollars being dissatisfied with the property, and with the purchase of it, I offered to make and did make a present of the same to the said John H. Anderson, and without any money or other valuable Consideration did convey the said property to the said William Williams at the request of the said John H. Anderson, and the conveyance was made to the said William Williams and not to the said John H. Anderson in consequence of a Judgment to a large amount then hanging over the said John H. Anderson"

To the third Interrogatory" I know nothing further, which may tend to the advantage of the Complainants in this Cause"

J. W. Crisfield } Commissioners
Robert L. Miles }

Arnold E. Jones

James Polk aged about forty two years, a Witness produced and examined on the part of the defendant, having first duly sworn and the Holy Evangelists of Almighty God, to declare the truth of the several matters enquired after by the interrogatories exhibited to him in this Cause according to the best of his knowledge, remembrance and belief, deposeth and saith as follows –

To the first Interrogatory he answers and says "I know the parties Complainants & defendant in this Cause and have known them twenty or thirty years"

To the 2nd interrogatory I have read the answer filed in this Cause, and was acquainted with John H. Anderson therein mentioned"

To the 3d Interrogatory" I have heard John H. Anderson and William Williams Senr. party defendant in this Cause, frequently speak of the sale and purchase of three eleventh of the Somerset Hotel – that the sale of these three elevenths of the Somerset Hotel – that the sale of these three elevenths was made by John H.

Anderson to the said William Williams: and that the said Williams paid the said Anderson for the same by assigning him a portion of a Certificate of deposit in the Bank of Somerset which Certificate of deposite the said William Williams had bought of Littleton Dennis Senior as the agent of either a Mr. Chancey or a Mr. Montgomery, the eleventh or shares were, I believe one which said Anderson had obtained for Arnold E. Jones another his own, and the third, a share which I bidd off at the Sheriff sale of Littleton D. Poackle's Estate, and which I told Anderson he might take off of my hands. What price was given by said Williams to said Anderson for these shares, if I ever knew, I do not recollect; nor do I know in what manner or for what Consideration Anderson obtained the share which he got from Arnold E. Jones. The information which I have received as above stated, was derived from frequent Conversation with William Williams and John H. Anderson"

To the fourth Interrogatory" John C. Wilson Senr. Originally sold the Somerset Hotel to ten or eleven (I forget which) Gentlemen all of whose names I do not remember. Those that I do remember, were Littleton D. Poackle, Robert T. King, John H. Anderson, George S. Wilson, Thomas Curtis, Arnold E. Jones, John C. Wilson Junr. William Flemming, George D. Atkinson, John C. Wilson Senr. was unwilling to take so many persons for his money, and that it was then arranged that Thomas Curtis, John H. Anderson and Geo. S. Wilson should enter into bond, to the said John C. Wilson Senr. (which they did) and that John C. Wilson Senr. should deed the property to these Gentlemen (which he did) who had organized themselves into a sort of Company: and that they should for the same, being divided into shares, give their respective obligations, to the aforementioned obligors. These Gentlemen were all at that time considered adequate for the purchase money, which I believe was about five or six thousand dollars. For these Gentlemen John H. Anderson was Constituted agent for renting out the property, collecting rents, doing repairs upon it &c. The rents were to be a sinking fund, and to be applied for the use of the Company, in the payment of their notes given for the stock, as the money should be required by Colo. Wilson on the bond given to him by Anderson, Curtis and Wilson. I have had frequent conversations with John H. Anderson the agent, and have often heard him say that some had paid up for their stock while he could not get from others money enough to meet the bond given to Colo. Wilson. Some were sued; and some I believe have become insolvent. Anderson was sued on the bond given by himself Curtis and Wilson to John C. Wilson Senior and judgment was obtained against him: – after which there was an execution and levy on his property. Besides that suit, John C. Wilson Senr. filed a bill in Chancery for the recovery of the money, which Anderson at first resisted. He afterwards told me that a decree had been obtained. Believing that a decree could not have been obtained, I asked him how it was that a decree was got. He replied that he had put in such an answer, as to enable Colo. Wilson to obtain the decree; that without it he could not have got the decree: – that he could get no money out of the Stockholders of the property – that Colo Wilson had sued him on the bond – that the other obligors were dead, and that he was not going to let his property go to pay the debt, if he could help it – that by letting a decree go, Colo. Wilson was to make his money out of the sale of the property, so far as it would go and only claim from him (Anderson) in the suit on the bond, whatever sum the house and lot was deficient to pay of his debt. The House and Lot was sold under the decree – for how much I do not