manner, Messrs. Webb and Mong were large creditors of Daniel Burger to secure themselves they had taken a Mortgage. They had been making efforts to sell the land at private sale, to satisfy the Judgments that were older than their Mortgage and their Deed of trust. Those efforts were continued until the sheriff would wait no longer. Then at the request of Mr. Mong, this Deponent joined them in a Note in Bank, as an Endorser. He received the money to the amount of fifteen hundred dollars and appropriated it to the purchase of this land at the sheriffs sale, and to the payment of other claims against Daniel Burger, for which they were his security as he supposes. It was understood that when they, Mong and Webb, paid the money on said Note in Bank, this Deponent was to make a Deed to them or such person as they might direct. And if any other claims were to come in upon the land, he was to hold the land as his indemnity. That he never claimed any other interest in the land than to secure him against the liabilities he had incurred in the proceeding. With reference to the report of said land being offered at private sale, before mentioned in this answer, this Deponent states that he had his knowledge from Webb and Mong, and from the general report of the neighborhood.

Mem. The testimony in reference to the reports about the efforts to make a private sale, was objected to by the complainants Counsel, and objected to by him as Complainants testimony. But the same is retained at the instance of Defendants Counsel as proper testimony and excepted to by Complainants Counsel.

To the 8th Interr. His Deponent says that he did.

To the 9th Interr. His Deponent states and says that it was in the manner and upon the conditions before stated.

To the 10th Interr. His Deponent says that he did.

To the 11th Interr. His Deponent says, that the object was, in the first place, to sell the land, to the best advantage. We had made a sale of part, and an arrangement with the widow. And to enable me to make a perfect title, they conveyed to me their title under the Deed of trust. And the same deed was also made to this Deponent, for the purpose of enabling him to sell the balance of said land to the best advantage.

To the 12th Interr. His Deponent says, that he knew that he would not sell without a Deed from them, For the title had been objected to.

To the 13th Interr. His Deponent says, that he does not remember any thing about it.

To the 14th Interr. His Deponent says that he presumes the sheriffs Deed will show.

To the 15th Interr. His Deponent says, that he has not any recollection of the price of lands in 1805. In 1808 and 1809 this Deponent says, that lands were low, and he does not think that they raised in value until after or during the War.

To the 16th Interr. His Deponent says, that he has been residing in Washington County all his life. In 1809 he began surveying, and has been generally familiar with lands that have been offered at public sale, in the County, and particularly in that part where this land lies, ever since.

To the 17th Interr. His Deponent says, that he does not.

December 21st 1842, Mr. Jacob Lambert, a witness of lawful age, being

duly sworn, on the part of the Complainants, to the Interrogatories filed, this day and marked X deposeth and saith, viz.

To the 1st Interr. His Deponent answereth and saith, that he knows nearly all of them and perhaps one or two of the last mentioned.

To the 2nd Interr. His Deponent says, that he knows said land now, and did know it in 1820 & 1821.

To the 3d Interr. His Deponent says, that he had a conversation with Daniel Burgher and others, in which he understood that Webb and Mong had authority to sell said land. This was a long time ago, and he cannot distinctly recollect when.

To the 4th Interr. His Deponent says, that he remembers to have had a conversation with Mr. Burger in reference to the sale of said land, when he complained of the conduct of those who sold said land, Webb and Mong, for if they had sold at the offers which were made for it he would have something left after his debts were paid. The words used by Burger were these "when I wanted them to sell, if they had agreed to sell, my debts would have been paid, and I would have had something left." His reasons were, that thirty six dollars per acre, were offered at one time, and they refused to sell, that thirty dollars per acre were afterwards offered, and they still refused. This conversation took place some time before Burger's death, when he died this Deponent does not know.

Cross examined by Defendants Counsel. Did not lands take a sudden fall in price, about the time that Webb and Mong were the Trustees or in 1821.

To this Interr. His Deponent says, that he does not remember.

To the 5th Interr. His Deponent says that the conversation stated in the answer to the 4th Interrogatory took place after the sale and this Interrogatory is answered by the answer of this Deponent to the 4th Interrogatory.

To the 6th Interr. His Deponent says, that he remembers the impressions made on his mind, at the time this conversation took place, and that it was then his impression that said land, at the time referred to in the conversation with Burgher, was worth thirty six dollars per acre.

Memorandum by the Commissioner, The Counsel for Defendants excepts to this answer.

To the 7th Interr. His Deponent says, that he knows nothing further Exp. that when lands were at the highest price in Washington County this land was worth sixty dollars per acre, and would have sold very readily for that price.

Benjn. F. Joe, Comr. (Seal)

At the same time the said William Webb, Peter Mong and Marmaduke W. Boyd, by their solicitor aforesaid file in Court here the following exception to the testimony of Jacob Lambert, to wit.

The Defendants Counsel excepts to the testimony of Jacob Lambert, so far as the said Lambert speaks of the declarations of Daniel Berger, as hearsay evidence and therefore incompetent.

Wm. Price for Deft.

Accompanying the foregoing Commission are the following Interrogatories, viz.