He never thought Elisha Berry could be easily imposed on in a matter involving his own interest, when he was sober – In his pecuniary transactions he was close and careful.

Waived to number 11th.

To the 11th Inty. He deposes and says, That he examines from R. No. 1 to R. No. 26, he designates "R. No. 5" as a receipt, the signature of which is in his hand writing and the amount eighteen dollars was paid to him by William F. Berry for Elisha Berry on the eleventh of September 1839. He also designates "R. No. 11" as a note given him the witness by William F. Berry as agent of Elisha Berry for his Black Smiths account for work done at the shop of witness for Elisha Berry the amount one hundred and nineteen dollars and fifty seven cents was paid to witness by the defendant Wm. F. Berry on the 18th May 1840 as per receipt endorsed on said note.

Waived down to No. 17th.

To the 17th Inty. He deposes and says, that he knows the lands sold by Elisha Berry to the defendant at December 1836 and before and since this period, and which form the subject matter of this suit, but he does not know their names. Their value about this period was not more than twenty dollars per acre being unimproved. His opportunity of forming a correct Judgment as to their value, is based on the fact of his having lived in their neighborhood, and seen crops growing on them.

18th Inty waived.

To the 19th Inty. He deposes and says, That Elisha Berry told him in 1837 that he had sold the lands to the defendant William F. Berry referred to in the 17th Inty. In the year 1840, in a conversation between Elisha Berry and Robert W. Brooke after the said Brooke had been appointed his Trustee, Elisha Berry told Brooke that he wished him not to meddle with the said lands, of his brother William F. Berry, or any property on them, that they the said Elisha and William F. Berry could settle all their business with each other, without the interference of any body, but that he the said Elisha wished Brooke to attend to the Home place, and make the best crops he could and that he did not wish a law suit with the defendant William F. Berry.

Enos D. Ferguson Sent. a witness examined at the last meeting, was now reexamined as to the 11th Inty which was then waived for the present and after being sworn deposes in manner following to wit.

To the 11th Inty. He deposes and says that he designates R. No. 21 and R. No. 22 herewith returned as two certificates given to witness by the Clerk of Prince Georges County one for eleven dollars, the other for ten dollars, these certificates were given witness as compensation for his attendance as a witness in the case of Berry vs M'Gregor then pending in Prince Georges County Court, and were paid to him by William F. Berry long before the 20th of May 1840 and before the appointment of Robert W. Brooke as agent for Elisha Berry the receipts purport to be dated the 20th of May 1840. Witness also states in reply to this Inty that R. No. 9 herewith returned being examined by him both in its body, and signature, were in the hand writing of Thomas Brame now deceased, that he the witness knows his hand writing

well having frequently seen him write, he the said Brame having been a school master for many years, living in Witnesses neighborhood.

There being no other witnesses to be examined on this day, at the request of Thomas G. Pratt Esq. one of the solicitors for defendant I adjourned the said Commission to the office of the said solicitor Thomas G. Pratt Esq. at the hour of twelve o'clock A. M. on Tuesday the 30th day of November in the year of our Lord 1841, when and where I attended Previous notice thereof having been given to both complainants and defendant, and their respective solicitors, and neither party having produced any witnesses before me I adjourned the execution of the annexed commission, at the request of Thomas G. Pratt, Esq. to the same place and hour, on Saturday the fourth day of December in the same year, when and where in pursuance of previous notice as aforesaid given to both complainants and defendant and their respective solicitors, I attended and in the presence of the said defendant Wm. F. Berry and Thomas G. Pratt Esq. one of his solicitors I proceeded to take the following depositions to wit.

Overton C. Warner a witness of lawful age, produced on the part of the defendant William F. Berry after having been duly sworn on the Holy Evangely of Almighty God, and examined to Inty. file with me the said commissioner by the defendant, and herewith returned deposes and says.

To the 1st Inty. He answers and says, That he knows compltt. and the defendant, he knew Elisha Berry from the year 1817 or 18 at which time he went to school to him the witness he has known Robert W. Brooke one of the complainants since his intermarriage with his present wife, the daughter of the said Elisha Berry.

To the 2d Inty. He deposes and says that he knew Elisha Berry sufficiently well, at the time he went to school to him, and since that period up to 1836, and since, to speak of his mental capacity, he the said Elisha Berry was capable when sober, of Judging of, and protecting his own interest, in a sale of his own property. He the witness does not think, he the said Elisha could be easily imposed on, in a matter involving his own interest, In his pecuniary transactions he was close and careful.

To the 3d Inty he answers and says, that he has had opportunities of Judging of defendant's character, and believes him to be honest and upright, this knowledge is derived from the dealings of witness with him. Waived down to the 17 Inty.

To the 17th Inty. He deposes and says, That he does not know the lands by name but he knows the lands upon which the defendant William F. Berry now resides, about the period referred to in this Inty, and before and since about this period he estimated their value at, sixteen dollars per acre, but that they are now worth a good deal more, in consequence of improvement by the defendant, his opportunity of Judging of its character was derived from the fact of his living in the neighborhood and passing through them.

John A. Walker another witness of lawful age, produced on the part