him incapable of transacting his own business at this time.
Sixth Interr. Waived.
To the 7th Interr. He deposes and says, He always saw the defendant with plenty of money in company, when they were about together which was frequent.
To the 8th Interr. He deposes and says, He doesnot know of any property defendant had, as witness never went to his house, tho he might have had property.
Waived to the eleventh Interr.
To the eleventh Interrogatory, He answers and says, He witness called on Elisha Berry and asked him for some money which he owed witness Elisha told him to go to the defendant who was his agent and done all his business witness then called on the defendant and was paid by him.
There being no other Witnesses to be examined on this day at the request of Jno. B Brooke Esq. one of Solicitors for Complainants I adjourned the within commission to Saturday the nineteenth day of November of the same year as the day on which to reopen the commission at the office of Hon. G Pratt Esq. in the town of Upper Marlbro at the hour of 12 o'clk when and where I attended and in the presence of both parties and their respective solicitors proceeded to take the following depositions to wit.
Benjamin Duvall a witness examined at a former meeting on the part of the defendant was now examined to the Complainants cross interrogatories herewith returned as Complainants cross Interrogatory to which he deposes in manner following.
To the first Cross Interrogatory, He deposes and says, He does not know that Elisha Berry was ever defrauded or overreached in contracts unless it was by Richard H Marshall who got a great deal of property from Elisha but defendant does not know how the said Marshall got it.
To the second cross Interrogatory, He deposes that he this deponent does not recollect having had any other dealings with Elisha Berry than the one in regard to the contract for land which was carried on through the agency of Richard H Marshall he has tried to purchase servants of Elisha Berry but could never arrive at a bargain with him. He does not think he witness could have cheated said Elisha as he seemed to witness very capable of protecting her own interest.
To the third Cross Interrogatory, He deposes and says that in the year 1836 - 180 or 190 acres of the land spoken of was as good in point of soil as the rest in the neighbourhood but it had no wood on it.
To the fourth Cross Interrogatory, He says to the best of his knowledge he deponent never had any such conversation with Marshall and never did state to him that it would be useless to convey the said lands to Elisha Berry as he would be defrauded of them in consequence of his inability to take care of his property or any thing to that effect. The deed for the land was written by Philip B Hay Esq. at the instance of said Marshall and was brought by Marshall to witness for execution without any previous conversation in reference thereto.
After the cross examination of the above witness was gone through by the Complainants, Thomas G Pratt Esq. one of the defendants solicitors

filed with me as Commissioner the following additional interrogatories to be put to said witness which are herewith returned marked defendants additional interrogatories to the above witness and to which after being sworn on the Holy Evangely of Almighty God he deposes as follows.
To first additional Interrogatory, He deposes that he never had any such conversation with said Marshall to best of his deponents knowledge and belief.
To second additional Interrogatory, He says he deponents never treated the said Elisha Berry as an idiot and to the best of his knowledge never treated him with disrespect.
Enos D Ferguson Sent. a witness examined at a former meeting on part of Defendant was now examined to the following additional Interrogatory filed with me as Commissioner by T. G Pratt Esq. one of Solicitors for defendant and herewith returned to which after being duly sworn on the Holy Evangely of Almighty God he answers in manner following.
To first additional Interrogatory, He deposes and says that at a dance at Mathias Somers about the time referred to in the interrogatory Wm. Samuel Cecil asked this deponent about the suit between Elisha and William F Berry witness replied he knew nothing about their business except what writing he had done between and those he was bound to know about.
Thomas Cater another witness of lawful age produced on part of the defendant after being duly sworn on the Holy Evangely of Almighty God was now examined to the Interrogatories in Chief upon part of the defendant which are herewith returned as defendants interrogatories in Chief to which he deposes in form following.
To first Interrogatory, He deposes and says, He was acquainted with Elisha Berry and his family having lived adjoining him from 1832 to 1836 he knows Robt W Brooke by sight and he knows the defendant well.
To second Interrogatory, He says he was sufficiently well acquainted with Elisha Berry about and since the period referred to in the interrogatory to speak of his mental capacity for business, That the said Elisha was when sober capable of judging of and protecting his own interest in a sale of his own property when sober Elisha could not be imposed on he was also very close to his own interest when sober.
To third Interrogatory, He answers and says he has had opportunities of judging of defendants character for honesty and integrity he has known him for ten or twelve years and never knew or heard of his being otherwise than upright and honest.
Waived as to this Witness to the seventeenth Interrogatory.
To seventeenth Interrogatory, He deposes that he knows these lands and they are now worth more by $10 per acre than they were in 1836 in the year 1836 he supposes all the enclosed lands were worth twenty five dollars per acre the rest of the land was worth very little being barren he has lived in the neighbourhood and been on the lands often he has been a cultivator of the soil most of his life.