of 1844 he was to pay one thousand dollars at March Court 44 but did not comply with the contract I think Mr. Richards was willing to give a draft on Pike and Penn commission agents in Baltimore which we would not take as he has not the money.

Int. 3d. Did you or did you or not receive any money from said Richards for said crop of Tobacco. Answer, No I did not receive any money.

Cross Int. put to witness by Respondents Counsel.

Int. 1st. Was your Tobacco stripped and ready for delivery when you requested the money from G. J. Richards. Answer, It was not and it was not a part of the contract that it should be.

Int. 2d. Was the contract between you and Richards for the Tobacco in writing and if so produce the writing or account for its non production. Answer, The contract was in writing but as Mr. Richards did not comply with it by paying the money I gave up to him his written obligation and he returned to me my own which last I have now at home.

Whereupon the respondents objected to so much of his answer as relates to the contract. And no more testimony being offered the commissioner adjourned untie the twenty third of March Inst.

Monday the 23d. of March 1846 the commissioner met according to adjournment and no testimony being offered the commissioner adjourned untie March 24th Instt. Tuesday the 24th of March the commissioner met according to adjournment and no testimony being offered the commissioner adjourned until Wednesday 25th Inst.

Wednesday the 25th of March the commissioner met according to adjournment and no testimony being offered the commissioner adjourned untie Thursday the 26th Inst. Thursday the 26th of March the commissioner met according to adjournment and no testimony being offered the commissioner adjourned until Friday the 27th Instt.

Friday the 27th the Commissioner met according to adjournment and no testimony being offered he adjourned to meet at Bryan Town on Friday the third of April by the request of parties. Friday the third of April the Commissioner met at Bryan Town according to adjournment. Oswa Gibbons a witness produced on part of Complainants being duly sworn on the Holy Evangelly of Almighty God deposeth and saith.

Interrogatories propounded by Complainants Counsel.

Int. 1st. Do you know the parties to this cause. Answer, Yes.

Int. 2d. Do you know what was the standing and credit of George J Richards between the months of June and August 1844, Answer, I do not.

Question objected to by respondents Counsel.

Int. 3d. Waived by Complainants which was in the following words, From what circumstances within your knowledge do you form your opinion as to the standing and credit of George J Richards at the period spoken of.

Int. 4th. What visible property had George J Richards to your knowledge in 1844 prior to August of that year. Answer, So far as I knew he had none I do not know what he had.

4th. objected to by respondents both question and answer.

5th. Int. What was George J Richards occupation in 1844 prior to August of that year and what from your knowledge and information was the

probability of profit from said occupation. Answer Mr. Richards was in the Mercantile business and keeping Tavern at Bryan Town, and as for the Tavern keeping I think there was never much profit in it at Bryan Town. The answer to the residue of said Int. waived.

Question and answer objected to by respondents.

Additional Interrogatories put to Mr. Gibbons by Complt.

Int. 1st. Had you any business transactions with George J Richards in 1844 prior to August of that year, If you in those transactions did or did not Mr. Richards Exhibit himself as one having funds and prompt and punctual, in his payments, if you had such transactions state all the circumstances connected with them. Answer I had transactions I sold to Mr. Richards a crop of Tobacco in that year before August of that year, after sale and delivery of the Tobacco I frequently called upon Mr. Richards for the money which he did not pay saying he was scarce of money and the whole amount has not yet been paid I do not think I called on him before August of that year.

Question and answer objected to by Respondent.

Mr. Gibbons cross examined by Respondents Counsel.

Cross Int. 1st. Was or was not Mr. George J Richards in the year 1844 and prior to that year engaged in farming and the purchase of negroes as well as in the mercantile business and Tavern keeping in Bryan Town. Answer I have heard so.

Cross Int. 2d. Was or has not Mr. George J Richards been considered an industrious active and thriving man and was it not the General Opinion that he was making money in 1844 and previous to that time. Answer I cannot say.

Cross Int. 3d. Have you not found Mr. Richards in your transactions with him ready and able to pay answer you not willing to credit him. Answer, No he was not ready at the times I called upon him and if able I do not know, I did credit him.

Cross Int. 4th. What was the quality and value of Tobacco sold by you to Mr. Richards in 1844 prior to August in that year and how much does he now owe you on account of that purchase. Answer, I do not recollect the quality but I think the purchase amounted to between three and four hundred I cannot tell what the balance is but I know there is a balance due, I dealt with Mr. Richards and he has never presented his account.

Additional Interrogatory propounded to Gibbons by Complainants Counsel after cross examination by Respondents.

Int. What was the contract on the part of Richards as to the time of payment when you sold him the Tobacco spoken of. Answer, Mr. Richards was to pay for the Tobacco when delivered I do not know that I asked him for the money when delivered but I did a short time afterwards. When he was not ready and I agreed to wait for it and so several times afterwards sometimes Mr. Richards would pay me a little money and I was willing to wait until he could get money. It must appear so as I have not got the whole of it yet.

Question, And answer objected to by Respondents Counsel.

Aloysius Bowling a witness produced on part of Complainants being duly sworn according to Law deposeth & saith.

Interrogatories propounded on part of Complainants.

Int. 1st. Do you know the parties to this suit. Answer, I do.

Int. 2d. What were the standing credit and circumstances of Geo J Richards