subscriber a Justice of the peace of the state of Maryland in and for the City of Baltimore. William Warfield

Clerks Oath

You shall truly faithfully and without partiality to any or either of the parties in this Cause take write down and transcribe the depositions of all and every the witness and witnesses produced before and examined at by the Commissioners named in the Commission hereunto annexed as far forth as you are directed and employed by the said Commissioners to take write down and transcribe the said depositions or any of them so help you God.

John Hopkins & others vs George W. Nutwell and Orville Hornitz. } In Chancery

In pursuance of the annexed commission issued to me in the above cause I John Carrere do hereby certify that having taken the oath thereto annexed. I did at the request of the Complainants on the 13th day of November A.D. 1847 at my office in the City of Baltimore take the following deposition Thomas S. Alexander of lawful age produced sworn and examined on the part of the Complainants on the following interrogatory propounded by the said Complainant John Hopkins Intg. In your deposition heretofore made in this cause you stated that the sum of $999.46 was paid by the Complainant Hopkins to the Complainants Battee and Lowe as the balance due on the note of the Defendant Nutwell to the said Battee and Lowe and in consideration of the assignment of said note by Battee and Lowe to Hopkins are you to be understood as affirming that the Complainants or any of them admitted that the above mentioned sum was the entire balance really due on said note? and was or not the assignment of said note the only consideration for such payment If you have now in your possession any paper that may explain the transaction between the Complainants produce it.

The said Witness to the said Interrogatory answers and says That he did intend to say that as agent and for account of said Hopkins and at the time mentioned in his former deposition, he paid to the said Battee and Lowe the said sum of nine hundred and ninety nine dollars forty six cents $999 46/100 and did receive from the latter for the former the said note of the defendant Nutwell to the said Battee and Lowe That the time of making that deposition he was under the impression and intended so to state that the sum so paid was the entire balance due on said note That in the course of the negociations between the Complainants for settling the claim of said Hopkins against the said Battee and Lowe the former through this deponent had offered as part of a proposed arrangement to cash the said note and speaking from memory only he presumed the sum which he paid was the sum actually due on the note that neither of the Complainants ever admitted to deponent that no more than $999.46 was due on the note, on the contrary deponent understood from said Battee and believed that the only sum ever received by Battee and Lowe or either of them on account was credited on said note Deponent repeats that he spoke on his former examination from memory only unaided by any writing other than the entry in his check book which showed he had paid Battee and Lowe $999.46

since that he has procured a statement of the account between the Complainants which he herewith files as part of his answer the same is marked T.S.A. and is in deponents hand writing and was prepared by him at the time of and for the purpose of the said settlement and fully and clearly exhibits the entire settlement.

In explanation of the statement deponent says that at the date of said settlement say on or about the 17th September 1846. The Bank of Baltimore held two notes of Battee and Lowe each for two thousand five hundred dollars which were secured by the deposit of four hundred tobacco notes or thereabout The said Bank were urging payment of this debt and Battee and Lowe were anxious to protect the Tobacco notes from a forced sale the said Battee and Lowe were also indebted to Hopkins on their acceptances to the amount of Four thousand two hundred dollars for payment of which Hopkins was pressing. Battee and Lowe proposed to secure the claim of Hopkins by an assignment of drafts of Shantland on Sullivan and Sons held by them, of the latter would protect their notes in the Bank of Baltimore They wanted likewise an advance in money, which Hopkins was willing to make on the further assignment of the note of Nutwell held by Battee and Lowe at the time of his former examination he thought the arrangement actually made was that Hopkins should advance to the full balance due on Nutwells note. In this particular he was mistaken after inspecting the aforesaid statement which he is certain is correct he affirms that Hopkins was to retire the notes of Battee and Lowe held by the Bank of Baltimore. Nutwells note was to be taken by him as an actual payment to the extent of the balance due on such note and the Tobacco notes were to be delivered to Hopkins and held by him as a security for repayment of the residue of his advance to the Bank. Shanklands drafts were to be taken in payment of the acceptances of Battee and Lowe held by Hopkins and the over plus estimated at $999.46 was to be advanced to Battee and Lowe in money. It was upon said statement and for the purpose of carrying out the agreement evidenced by the statement that he made said payment and received the note of Nutwell as before stated and he states further that he has frequently since understood both from Battee and Hopkins that the latter did retire the paper of Battee and Lowe held by the Bank of Baltimore according to their aforesaid agreement.

The Commission was then closed.

In Testimony whereof I hereto set my hand and seal on the said 13th day of November 1847. Jno Carrere Comr (Seal)

T.S.A.

Produced & filed by Thos S. Alexander on his Examination before me this 13th Nov 1847. Jno Carrere Comr

Drafts of Isaac Larimer on Battee and Lowe

1	date 3 Feby 1846	at 4 mos	for			$625.00
2	" 3 Mar	"	" 4 m			500.00
3	" 17 "	"	" 4 m			550.00
4	" 25 "	"	" 4 m			500.00
5	" 30 Apl	"	" 90 dys			250.00
6	" 1 May	"	" 90 "			300.00

Drafts of Winkler & Co

7	date 3 Feby 1846	at 4 m				650.00
8	" 10 "	"	" 4 m			600.00