State of Maryland } It is hereby certified that on this 14th day of
City of Baltimore Cwit } February in the year Eighteen hundred and forty three before the subscriber a Justice of the peace of said State in and for said City appears Thomas Chester and his wife Margaret Chester and make oath that all that in the aforegoing answer they or either of them have or has stated as of their own knowledge is true and that all there stated as of their belief or as derived from others they believe to be true

Sworn before Lat P Heath

Thomas Berry
vs
Thomas Chester & wife } Baltimore County Court
Sitting as a Court of Chancery

Mr Bill in the above entitled cause please file a general replication to the answers of Defendants

Robert J Brent for pltff

Nov 28th 1841.

In the above entitled cause we agree that a Commission may issue to John Carroll Esq to take evidence upon such notice as the law directs

Nov 29th 1843

Robert J Brent for plaintiff
Charles F Mayer for Deft

Berry
vs
Chester & wife } In Chancery

Interrogatories to be propounded to witnesses on the part of the Complainant

1st Do you know the parties to the above suit

2d Look at the paper signed Thomas Chester filed with the bill of Complaint and State if you know in whose hand writing said paper is signed & if acquainted with the Consideration on which said paper was signed state the same fully.

3 State what you know about any agreement between the Complainant and Defendants or either of them in relation to the execution by Complainant to Defendants or either of them of a release of a mortgage heed by Complainant on a tract of land in Baltimore County.

4th State what you know about the execution and delivery of a second mortgage deed by defendants or either of them to Complainant upon property in the City of Baltimore and if you know of the same State what became of said last mentioned deed of mortgage

5 State any other matter or thing material to the parties or either of them in the above cause.

Brent and Horsey for Complainant.

Thomas Berry
vs
Thomas Chester and Margaret his wife } In Baltimore County Court
In Equity
Cross Interrogatories for Peter Berry a witness produced by the Plaintiff

First Did you not tell Chester and wife when you urged or asked them to give a mortgage that you wanted it in case the wife of Chester should die and to be made use of only then but not if she should survive Chester.

Did you not represent to Chester and wife that if they would give the mortgage it would be the means of saving a much to her in case she survived said Chester.

Answers of Peter Berry a Competent witness produced on the part of the Complainant in the above cause he being first duly sworn on the Holy Evangely of Almighty God,

To the first Int, Deponent saith that he is the brother of the above Complainant and of Margaret Chester one of the defendants and knows them all.

To the second Int Deponent saith he was shown by Mr Cinnamon and Mr Brent a note filed in the Office of the Clerk of Baltimore County Court and annexed to the bill of Complaint in the above entitled cause which note is signed Thomas Chester and witnessed by one Pennington and deponent dated 27 July 1840 that said note so signed is in the hand writing of the defendant Thomas Chester and deponent saw him subscribe thereto his name, that in regard to the Consideration of said note deponent saith that previous to the execution of the ~~the~~ same the Complainant gave Deponent in Washington City a sum of money amounting to one hundred and fifty or one hundred and seventy five dollars requesting deponent to give it to his Sister Margaret Chester and to get some security for the said sum of money so advanced as well as other money before then loaned to the said Margaret that deponent communicated said request of the Complainant to the defendant Thomas Chester when he delivered said sum of money to said Margaret It was then agreed by the defendants that they would give a mortgage on a tract of land lying in the County and in Baltimore County for the repayment of what they owed Complainant, the mortgage was accordingly prepared for execution when to the best of deponents recollection a Justice of the peace named Walter suggested that there had better be a note for the amount also in consequence of which the aforesaid note was executed and delivered to deponent for the amount agreed upon by the defendants as the debt due to Complainant and including the money paid to said Margaret by deponent Deponent also states that it was understood verbally between the parties at the time the said mortgage was agreed to be executed that two years credit was to be given for the repayment of said sum of money and that the Complainant would not trouble the defendants for the payment of their said debt at the, expiration of said two years in case they were not then able to pay the same B note. that the defendants Counsel Charles F Mayer insisted on the aforesaid verbal agreement being stated in as much as the deponent had disclosed the facts of such verbal agreement while answering the Complainants second Interrogatory but the Complainants Counsel protested against the said verbal agreement or understanding being stated on the ground that the same was inadmissible evidence in this cause and was not elicited by the Complainants Interrogatories and therefore the Complainant excepts to the same as incompetent and inadmissible.

To the third Interrogatory defendant excepts as inadmissible and incompetent and the Deponent answering thereto saith that the defendants both told him that as they were about trading the aforesaid tract of land lying in Baltimore County for property in Baltimore City they wished Complainant to release the mortgage which he held upon said land lying out of the City of Baltimore as they could not otherwise effect the trade contemplated and that if Complainant would give said release of mortgage they said they would renew the mortgage on the property which they were about to accepting in the exchange and deponent communicated the wish of defendants