able to redeem the property conveyed in said deed and deponent had the privilege of doing so if he could and such was the understanding between them and his brother, and it was further agreed that in case he (deponent) could not redeem it then John T. Randall was to convey to his sisters the said property as in the event of the failure of deponent to redeem said John T. Randall was to get the money from his sisters to do so, Deponent thinks the amount to be paid by his sisters for him and which amount formed the consideration for the deeds to them and to John T. Randall was fourteen thousand dollars or upwards but in the fourteen thousand dollars was included five thousand dollars which was secured by mortgage on the property so conveyed the said mortgage was to Mr. Lloyd, His sisters paid about two thousand dollars more than the purchase money agreed upon for the property deponent did not want it to be protested and they paid in consequence of this more than they expected to pay.

2d. To the second Inty he answers that said Glenn became very uneasy about the payment of his liabilities for deponent and was pushing deponent and deponent applied to his counsel Mr. McMahon for advice in the matter and he advised and arbitration between deponent and Mr. Glenn and the deed referred to in the Interrogatory was given to secure the amount the arbitrators might find due. He thinks said deed was prepared under the directions of Mr. McMahon and Mr. Perine with whom said Mr. Mahon and deponent had consulted on the subject of his affairs with Mr. Glenn. He thinks the property was selected by Mr. Perine, Mr. Glenn said nothing about it to deponent they not being on very good terms - said Perine acted as Mr. Glenns friend in the matter and Mr. Mahon as deponents counsel & adviser.

3. To the third Inty he answers that he has received no benefit or advantage from said property since he conveyed it. He has attended to the renting of the property on the point and has collected the rents as the agent of his sister Henrietta and has paid her the rents as he received them. He also rented the farm for them and received the rents for his sisters and paid them the rent but he had no interest in them not one cent - He has no interest whatever in the property conveyed to his brother and his sisters.

John Townsend Randall of lawful age produced sworn and examined on the part of the defendant Henrietta Randall deposes as follows.

1st. To the first inty he answers that the consideration of the property conveyed to him was six thousand dollars subject to a mortgage to Mr. Lloyd of five thousand dollars said mortgage has since been paid off by his sisters. The deed was made to deponent because they thought his brother (Beale) would be able to redeem it from statements made by one of his debtors and deponent was at that time indebted to his sisters in a little upwards of two thousand dollars and they agreed to unite their means towards the payment of Beales debts to the extent of six thousand dollars deponent was to lend his means to his sisters and the property was to be for their

benefit, said deed was made in deponents name so that it might be more easily reconveyed if redeemed by his brother Beale deponent being a bachelor, said property never was redeemed. Deponent conveyed it to his sisters.

In relation to the consideration for the deeds from Beale Randall to his sisters deponent has no knowledge except what he derived from his brother and sisters at the time the deeds were made deponent paid to the equitable society the sum of one thousand dollars due by Beale Randall also a note to Nicholas D. Worthington for six hundred and fifty dollars also a judgment in favor of Hock for seven hundred and fifty nine dollars and forty five cents, also thirty four dollars and fifty cents to Richard Mashfield and five hundred dollars to William H. Baysend and he gave his note to said Baysend for two hundred and forty five dollars which note is now produced to him and is marked J.T.R. No. 4 he has no recollection about the payment of said note the above sums were all paid by deponent but with his sisters money.

There was a piece of property near the Lexington Market which it was intended should have been included in the deed to deponent and in which property Beale Randall had one fourth interest this property was sold by John Coates, Cole & Hand who received the purchase money for it and six hundred and fifty dollars of said purchase money was settled in the payment of the balance due on the note now filed and marked J.T.R. No. 5. Powells Green Spring and the Mill property belonged to Beale Randall and Beale sold them to his sisters for ten thousand dollars. The mill property was conveyed to Chapman and this property is introduced in the account marked Exhibit "J.T.R." filed with his answer in this case. In regard to the first charge of $9.500 in said account deponent told Mr. Scott this morning that he could account from his then recollection for eight thousand five hundred dollars, that four thousand five hundred dollars of said Beale Randall received for property of his sisters, this information he derived from both parties (Beale & his sisters) about the date of the transactions say in 1834. Upon the death of his father his brother Beale and himself each agreed to pay to their sisters two thousand dollars in consideration of the settlement of their fathers estate, Beale also owed them another sum of two thousand dollars on mortgage of some property in Baltimore. He does not recollect what made up the balance of the item of $9.500 in said account.

2 To the second Inty he answers that he has no knowledge concerning the deed to Glenn.

3. To the third Inty he answers that no interest whatever in the property and never had, altho the deed was in his name he was only acting as the agent of his brother and his sisters.

Beale Randall heretofore examined being further examined on the first Interrogatory heretofore put to him deposes and says.

That he was present when his sister Henrietta paid Emanuel