of it, and still owed Mr. Mundorff 100 dollars, and that he was to make Mr. Mundorff satisfaction for that 100 dollars in some other way which however he did not specify.

3d. To the Third of said interrogatories that Mundorff and wife have resided in Baltimore County for the last eleven years within a mile or two of the neighbourhood of the property now in dispute. They took possession of said property four years ago as Witness thinks, Mr. Mundorff having previously tended it on shares for the old man, Mr. Stansbury, but not immediately before the old man's death; Mr. Stansbury had seeded it before his death; on the death of old Mr. Stansbury which happened a month or two after the death of her husband the said Caleb Stansbury, Mr. Mundorff claimed the whole growing Crop as his own, on the ground that the land belonged to his own wife Mrs. Mundorff in fee simple; and said Mundorff and wife have cultivated and claimed it ever since as their own absolute property. Their said claim has been notorious over the whole neighbourhood, having roused up the general talk, and has been well known there ever since Mrs. Stansbury's death; he dares say that every man in the neighbourhood has been talking of it. Witness was told by (1) Mr. Isaiah Stansbury, who is the son of the said late Caleb Stansbury, that he had sold the property now in dispute to Mr. Kilbourn, the Defendant, and had of course sold his right to Mr. Kilbourn, and that he had repeatedly told Mr. Kilbourn of the claim of Mr. Mundorff. Witness asked him how Mr. Kilbourn and Mr. Mundorff would work through with that case; and the said Isaiah Stansbury replied that he did not care a damn how they fought it after he was gone away. Both Messrs. Kilbourn and Howard resided in the City of Baltimore at the time of Mr. Caleb Stansbury's death. Mr. Howard's Father resided close to the property.

4th. To the Fourth of said Interrogatories, that he knows nothing further.

William R. Hiser, a Witness of lawful age, produced on behalf of the Complainants, being first duly sworn on the Holy Evangels of Almighty God, being examined on the interrogatories to him specially propounded in that behalf and hereunto annexed, makes oath, deposeth and saith as follows, that is to say: (Page 8 of Interrogatories) (Folio 10 of Record)

1st. To the First of said interrogatories, that he has known Mr. Mundorff ten or eleven years, Mrs. Mundorff five or six years, Mr. Kilbourn about three years, and does not know Mr. Howard at all.

2nd. To the Second of said Interrogatories, that Mundorff and wife resided at the time of Mr. Caleb Stansbury's death, in the same place where they now reside, which is in Baltimore County, and a mile or two from the property now in dispute, which said property is situated opposite to the dwelling of the said late Caleb Stansbury,

on the Reister's town turnpike, between the thirteenth and fourteenth milestone from Baltimore; they have been in possession of it (?) from a little while after old Mr. Stansbury's death, and have always since claimed it in fee simple. The said Claim so far as Witness knows, has been generally and publicly known, all the neighbours round said property know it. Just after Mr. Isaiah Stansbury had come into Baltimore County, after the death of his father Caleb, he the said Isaiah had employed Mr. Kilbourn as his Counsel in some business. Witness mentioned to Mr. Kilbourn one day that Mr. Mundorff's wife claimed (?) the said property in fee, in consideration of 100 dollars, the balance of the purchase money of a negro Woman, which old Mr. Caleb Stansbury had bought from Mr. Mundorff, and as old Mr. Stansbury had always promised it to her and assured them it was in his will to that effect, but that after his death, when the will was read they found to the contrary; Witness telling Mr. Kilbourn at the same time that Mr. Mundorff had Witness that this was in one of the wills drawn. Mr. Kilbourn made reply to Witness, and said that a will could not break a contract; this Conversation between Witness and Mr. Kilbourn he is satisfied took place before Mr. Kilbourn purchased the property, and he thinks it was within a year after old Mr. Stansbury's death. He knows nothing about Mr. Howard.

3rd. To the Third of said interrogatories, that he knows nothing further.

The Commission was then adjourned to the twenty first day of February in the same year, at eleven o'clock in the forenoon, and the same place; at which last mentioned time and place the Commission met pursuant to notice, and then and there proceeded to take the depositions, that is to say:

Jacob Schnavely, a Witness of lawful age, produced on behalf of the Complainant, being first duly affirmed, (he having conscientious scruples against taking an oath,) being examined on the interrogatories propounded to Witnesses in that behalf and hereunto annexed, makes oath, deposeth, and saith as follows, that is to say: (page 4 of Interrogatories) (10 of Record).

1st. To the First of said Interrogatories, that he has known the Complainants about two years, and the Defendants somewhat over one year.

(8) 2d. To the Second of said interrogatories, that Witness, and as nearly as he can recollect it was in January in the year 1850, held such a conversation with the Defendant Mr. Howard at the said Howard's Carpenter's Shop in the City of Baltimore. Witness went there to make a purchase from said Howard of the whole land, including that which is now in dispute; Mr. Howard told Witness that he wanted to dispose of it, and Witness asked him about the claim that Mr. Mundorff has in it. Mr. Howard said that he knew a long time ago that Mr. Mundorff had a claim, but that he (Howard) had never paid any attention to it as he had never considered it the said claim, to be worth much, Witness replied that he had heard Mr. Mundorff say some