of said loan, and what she afterwards got from him before she went to New York amounted to seven thousand Dollars. Deponent further states, in correction of her former testimony that the rate of interest to be paid to Goldsmith by said Osborne was ten per cent without reference to the time of the loan that is to say whether it was sixty days or ninety days, or longer. Deponent does not recollect giving any note for more than ninety days deponent always gave the notes in Mrs Osborne's name as she could not write, she further says that just before Mrs Osborne went to New York Goldsmith brought in all the notes he held and they were renewed by new notes payable at different dates for all the money she then owed him that is to say Seven Thousand Dollars.

14th: The Fourteenth Interrogatory being again propounded to her, she says that she does not recollect the communications made to her by Mrs Osborne on the subject of the consideration of said deed.

16th In answer to the Sixteenth Inty. she says that the first loan that she remembers, was one thousand Dollars then she does not remember her borrowing any money from him except ten or twenty dollars to make out a note, but no large amount for about two years of these two years deponent was absent about nine months. Then she borrowed deponent thinks Three thousand Dollars this was she believes the amount, and said Osborne was then building as deponent believes Deponent does not recollect how long a time intervened but the next large loan was then Ten Thousand Dollars. These were the only large sums deponent recollects when she went to New York deponent knows that said Osborne borrowed of Goldsmith Seven Hundred Dollars and this sum was included in the said Seven thousand Dollars then owe as her first states.

17. To the Seventeenth Inty, she answers that she has no knowledge of any deed, that Mr Goldsmith was to give Mrs Osborne a paper to make her safe and to enable her to get her property, He did not give her the said paper to deponents knowledge. On the return of said Osborne to Baltimore on her second visit after her removal to New York, she told deponent that Goldsmith had not given her the said paper, and she seemed to be very uneasy about it and remarked that Goldsmith was not treating her right and she believed was endeavoring to cheat her," and she made the remark that she would see her lawyer concerning the matter.

18. To the Eighteenth Interrogatory she answers that she has had no conversation with him on the subject of said paper since the death of Mrs Osborne.

19. To the Nineteenth Inty.: She answers that she never saw such a paper in the hands of Goldsmith or any one else.

20. To the Twentieth Inty. she answers, that she (deponent) after the removal of Mrs Osborne to New York paid to said Goldsmith by direction of said Osborne and for her account various sums of money for which she took receipts specifying the account on which they were paid and which receipts are in a book now in the hands of Mr Lucas, that she also paid to said Goldsmith the weekly sum of Ten dollars also appearing in said Book but not stated on what account, but Mrs Osborne tells deponent that the said weekly payments were for interest on the mortgage loan. Mrs Osborne also paid said Goldsmith after she went to New York the sum of Five Hundred Dollars.



for which sum she showed deponent a receipt from Goldsmith, Mrs Osborne also paid him the further sum of Seventy dollars the next amount sent into him by Mrs Osborne was fifty dollars. She further says that the receipt for the five hundred dollars above mentioned and for the seventy dollars and other small sums, were in her possession and were pinned by her in the book now in the possession of Mr Lucas this she did when she left the city.

21. To the 21st Inty. she answers, that she thinks that it was about three weeks before Mrs Osborn's death, that Goldsmith gave said Osborne a receipt for monies paid him and not included in any of the receipts previously spoken of by deponent in her examination - The amount stated in this last receipt deponent does not remember altho' she saw the receipt which was shown her by Mr Osborne and which she said she was going to take to New York with her.

22d To the Twenty Second Inty: She answers that during the winter after Mrs Osborne's death, deponent was at Goldsmith's house on business of her own and he was speaking of Mrs Osborne and said that her sisters and friends had treated him very badly and had accused him of defrauding them out of her property, which claimed be their own. He made several trifling remarks concerning her property which deponent does not remember but he said that he wished they would be a true, and he tried to impose upon deponent by saying that Mrs Osborne owed him more money than the writing which he held specified. He endeavored to make deponent believe that she did not know when he had loaned Mrs Osborne money half the times, she does not remember the conversation she had with him excepting that he showed deponent a paper, not allowing deponent to take it in her hands and only showing deponent particular lines in it. This paper had been, she believes, drawn up by a Magistrate stating on what terms the money was loaned and the mortgage was given, what deponent read of said paper was the articles of plate and plate named in it, and it read as if those things were given by her to him, not for money but given them. Deponent did not see any signature to said paper, she requested to have the paper in her hand, but Goldsmith would not allow her to have it, or to read it. The said paper did not look as if it had been signed, she saw the end of it and it looked as if it was a paper which had been just drawn up. Adjourned to the 28th day of July aforesaid to meet on the part of the Complainants, on which day the witness not attending adjourned to the 29th day of July aforesaid, on which day the following depositions was taken.

Julia McGee heretofore examined being Cross Examined by the defendant deposes as follows.

1 X To the First Cross Inty: She answers that when deponent boarded with said Elizabeth Osborne as stated in her examination in chief said Elizabeth kept a boarding house for Girls.

2 X To the Second Cross Inty: She answers that the business of said boarders was to see gentlemen, and they supported themselves by prostitution.

3 X To the Third Cross Interrogatories she answers that said Osborne's house was a house of ill fame, generally known as such and much frequented as such.