Daniel B Banks &c
vs
Nathaniel Williams Joseph B Williams Exors of Hannah K Chase and others

In Baltimore County Court

The answer of Daniel B Banks to the Interrogatories filed against him in the above case.

To the 1st Interrogatory He answers and says that he does not recollect the time when he received the promissory Note mentioned in the said interrogatory as he received a different times several Notes of similar date and amount with the one mentioned in said Interrogatory and drawn and endorsed by the same parties that he thinks he received the Note mentioned in said interrogatory from George W Earhart from whom this Respondent purchased it, this Respondent thinks he received the said Note after maturity. To the second interrogatory He answers that he cannot recollect the sum paid by him for the Note mentioned in said interrogatory because there were several Notes of same date and amount received by him at different times, nor does he know what consideration was paid to the maker of said Note by William C Barney or any other person, but think the amount of the different Notes drawn by Hannah K Chase and held by this Respondent were acknowledged by her to be due to this Respondent by her. To the third interrogatory he answers that he is under no engagement to pay Wm Chase Barney the consideration or further consideration in the event of a recovery of said Note in whole or in part, the said Note was bought and paid for the property of his respondent, and is absolutely his without any contingent consideration connected in any possible way with it whatever

Daniel B Banks

On this 28 day of August 1849 personally appeared Daniel B Banks before the subscriber a justice of the peace of the State of Maryland in and for the City of Baltimore a person and made oath upon the Holy Evangely of Almighty God that the matters and things stated in the above answers are true to the best of his knowledge and belief.

Jacob Reese.

Date 28 Augt 1849

John J Snyder.

To the Honorable The Judges of Baltimore County Court The petition of Nathaniel Williams and Joseph B Williams respectfully represent that they and defendants in a suit of Equity now depending in this Court wherein Daniel B Banks and these petitioners and others are defendants that the said John Stewart may be required by a rule of this Court to answer the interrogatories herein annexed in order that the said answers may be taken in evidence herein.

Robert J Brent Atty for Petitioners

Filed 19 Septr 1849.

Banks &c
vs
Williams &c

In Balto County Court Sitting as a Court of Equity.

The answers of John Stewart to the Interrogatories filed in the above case against him, To the first interrogatory He answers that he received the promissory Note referred to in said Interrogatory on the 3d day of April 1845: that he received said Note from William Chase Barney on the day of its date, and that it was not over due. To the second Interrogatory He answers, that he does not know what consideration was paid in money or otherwise by the payee to the maker of said Note, but that this Respondent gave for said Note to William Chase Barney at the time he received said Note, a parcel of lines valued at three Hundred and sixty five dollars. To the third interrogatory he answers, that no other person except this respondent is interested in the said Note.

John Stewart.

Copy of Note.

$365 Baltimore April 3d 1849

Four Months after date I promise to pay to William C Barney, or Order three hundred and sixty five dollars for value received.

Hannah K Chase

On this 20 day of October 1849 personally appeared before the subscriber one of the Justices of the peace of the State of Maryland in and for the City of Baltimore John Stewart and made oath upon the Holy Evangely of Almighty God that the matters and facts in the aforegoing answers are true to the best of his knowledge and belief.

Jacob Reese John J Snyder

The Joint and several answers of William Hicks and Francis Hicks to the Bill of Complaint of Daniel B Banks and John Stewart, These Respondents reserving all benefit of Exception to the manifold uncertainties and deficiencies of said Bill of Complaint for answer thereunto say that they have no precise knowledge of the matters charged in said Bill and require strict proof of the same they insist on the validity of the deed of trust to Nathaniel Williams and Joseph B Williams. They further say that if the Complainants ever had any cause of action or suit for or on account of the matters in said Bill mentioned, which these defendants in no wise admit, such cause of action or suit did accrue or arise above three years before the filing of said Bill, or before suing out process against these Respondents to answer said Bill nor do these defendants at any time within 3 years prior to the filing of said Bill in as exhibited or process issued thereon promise or agree to come to any account for a complete satisfaction, or to pay any sum or sums of money for or by reason of the said matters charged in said