by any of said defendants in either of said cases in filing any of said causes to appeals that the testimony so may be made a part of the Record of said Defendants filing as required

P M Gaughen for Complt

Wilson C N Carr for Respts.

Robert Moore and
Charles Moore
vs
Hertz Blendheim and
Caroline Blendheim

Intermediate Court for Baltimore City
At the Execution of the annexed Commission issued out of the Court for Baltimore City and to us directed we proceeded to examine Witnesses in the above entitled cause. The Frederick Pentkney and Francis D Forney being the Commissioners in said Commission named and being also the standing Commissioners of said Court duly appointed qualified and from out on the 21 day of October in the year of our Lord 1856 at the office of Frederick Pentkney in St Paul Street in the City of Baltimore and State of Maryland and assigned the 27 day of October in the same year at four in the afternoon on the same place as time and place for the Examination of Witnesses under the said Commission and pursuant to notice and we proceeded in presence of the Solicitor of the respective parties to take the following Depositions. That is to say. William Cockran a Witness of lawful age produced on behalf of the Complainants being first duly sworn on the Holy Evangels of Almighty God makes oath deposes and saith as follows that is to say, That before the failure of Hertz Blendheim Witness was the Book Keeper of Marlow Lewis and Company Witness knows the goods now purchased by said Hertz Blendheim from said Marlow Lewis and Co but to be has no knowledge of any order having been given about their shipment. The purchases were before 1856 The said H Blendheim was a regular customer and bought goods of Marlow Lewis and Co on repeated occasions Witness does not know whether any of the goods the defendants

by said Hertz Blendheim before September 1856 were sent to Alexandria Virginia to a witness of lawful age produced on behalf of the Complainants being first duly sworn on the Five Books of Moses makes oath deposeth and saith as follows that is to say,

That he knows Hertz Blendheim and Caroline his wife and knows the Complainants also Hertz Blendheim was at one time a customer of Witness, and used to buy goods of him. Witness has not looked at his Books and cannot tell the date of Hertz Blendheim last purchase from him. Not believe not purchased any goods from Witness for a considerable time before his Blendheims failure Witness asked said Hertz Blendheim for some money which was over due and this made a difficulty between them as said Blendheim got mad with Witness and told Witness that he need pay him and would buy no more goods from him, to assigned no particular reason why he was not ready to pay Witness Witness observed to him that Witness supposed he might be buying property and that made him unable to pay Witness and said Hertz Blendheim got mad at this remark. Not to did not say whether he had been buying property or not, Witness had been, he thinks that Hertz had been buying property before that time, objected to by defendants Solicitor.

Abraham Rice a Witness of lawful age produced on behalf of the Complainants being first sworn on the Five Books of Moses to being of the Jewish religion makes oath deposeth and saith as follows that is to say, That Witness is a Rabbi of the Jewish religion. He has known the Defendants Hertz years and knew them before they intermarried Witness first knew Caroline Blendheim when she was living on Fells Point with a man named Levi Katz whose daughter is married to a man named Goodman who keeps a Fancy Store in Hughes Street Witness not know whether Caroline Blendheim ever lived at Goodmans, so far as Witness knows she was in the house