Commissioner adjourned until the 6th day of December 1853.

A T Mobray C K

Stephen Andrews one of the Respondents being sworn under the order of the Court testifies to interrogatories propounded by Complainant solicitor as follows. Have been that the Lands which this Respondent purchased of Rea was the property of Thomas Smoot Senior which was sold by Sheriff Dale in 1842 or 1843 to William Rea and that he was present at the said sale. Knows he or about the time shortly before or after I purchased of Mr Rea the property in controversy I was informed by Mr Rea of a contract between Thomas Smoot Senior and Thomas H Smoot whereby a division between them was made of the property alleged by the Complainant to have been sold him by Rea and that the paper writing Marked Exhibit H filed with the answer of Rea the other Defendant was the contract of division therein referred to at the time that I saw the contract of division between the two Smoots I had no knowledge of any kind that the property in dispute had ever passed from Mr Rea excepting he told me at the time he showed me the contract of division between the Smoots and Thomas Smoot Letters to him which Letters are filed as Exhibits in Rea's answer that he had agreed to sell the land to the Smoots I never said to Mr Pinsfield when I spoke of purchasing the land or at any time that Mr Rea had sold this land to Thomas H Smoot and he and his father had divided it and Thomas Smoot so had authority Mr Rea to sell his part.

This Respondent being Orally Examined by Respondents solicitor answers and says in reference to the inquiry of his knowledge of the claim of Thomas Smoot and Thomas H Smoot did you at the time you made the inquiry with a view to purchase Conclusion and House and Lot at Echolls Ferry or at the time the agreement marked H filed with defendant Rea's answer was shown to you make any other inquiry than about the right of Rea to sell that parcel of property he answers that he says no and at that

time I did not hear the name of Thomas H Smoot mentioned to my recollection and had no motive to enquire about Thomas H Smoot having an interest in the purchase of the property of Thomas Smoot Senior which Rea said he had right to sell and this Respondent says as to the Letters therein referred to parts of which are read to him by Mr Rea satisfied this Respondent of Thomas Smoots willingness that the property purchased by this Respondent should be given by Mr Rea to pay about Thomas Smoot Senior and he further answers that to the best of his recollection the contract of division between Smoots marked Exhibit H filed with defendant Rea's answer was shown him by Mr Rea at the time he purchased from said Rea the Land called Conclusion and the House and Lot at Echolls Ferry. This Respondent does not remember whether the said contract was shown to him before the sale was delivered or after. This Respondent has no recollection of reading the contract of division but does remember that Mr Rea read the same to him but his attention was only drawn to that part of which referred to the property he was desired to purchase or had purchased.

Interrogatory by Complainants Solicitor. Knowing that the title to the land you purchased had passed from Thomas Smoot Sr by Sheriffs sale to Rea did you or did you not care to know and make enquiry how the title had passed from Rea again to Smoot. I did wish to know and made inquiry and he said the receipt was in him and I was fully confirmed in his words I was so well satisfied with his word as to make no further enquiry as to the title. I do not recollect whether any thing was said to this Respondent or whether I told Mr Rea before or at the time I purchased of him that an inducement or reasonable for purchasing was that I wished to secure an old claim which I had against Thomas Smoot and I now say that it was an inducement to the purchase to the best of my recollection the first time I saw the agreement of Rea to sell to Thomas H Smoot was in the office of the Complainants