of our Lord 1859 Came again into Court here the parties aforesaid by their Solicitors aforesaid,

And afterwards to Wit on the 7th day of January in the year last aforesaid the following depositions were filed in said cause to Wit,

Edmund Gibson and Mary his wife
Harriet Gibson and Louisa Gibson
vs
Nathan T. Dugan Executor
of John Patterson &c.

In the Circuit Court for Baltimore City,

Depositions taken by and before me, Frederick Rutkey a Commissioner of the Circuit Court for Baltimore City on this 22 day of May in the year of our Lord 1858, at four in the afternoon, at my Office in St Paul's Street in the City of Baltimore and State of Maryland, pursuant to Notice by Counsel and in presence of the Solicitor of the respective parties, in the above Entitled Case,

Captain John H Smith, a Witness of lawful age produced on behalf of the Complainants being by me first duly sworn on the Holy Evangels of Almighty God, being examined on the following interrogatories to him propounded in that behalf, makes Oath, deposeth and Saith as follows that is to say

First Interrogatory,

Do you know the parties, and do you know said Patterson and if you know them, how long,

1st Deposes, 1 To the said First interrogatory that he has known Edmund Gibson for forty years but has not been acquainted with his Wife for so long a space, and he knows their daughters also he knows all the parties, He knew John Patterson for twenty years and more

Second Interrogatory,

Have you any knowledge of certain transactions between said Patterson and the Complainant or either of them for borrowing money by the Complainants, or either of them from said Patterson, if you know how much & what rate of interest and how secured,

2 To the Second Interrogatory that he has such knowledge. The first transaction that he knows of was in the year 1847 and it was settled, There was then other transactions in the year 1850 and 1854 in 1850 he thinks that either 1,200 or 1500 dollars were loaned, and in 1854 there were two loans of 1200 dollars each there were three transactions in 1850 and in 1854 making altogether 3900 dollars Excluding altogether that of 1847 which was settled, It seems to him that the two last transactions being those of the year 1854 were at one and a half per cent a Month, and the first transaction or that of 1850 was at two per cent a Month. When the first loan was made over the Witness was not of age and it became necessary to secure Mr and Mrs Gibsons lives they having a life Estate in the property mentioned in the Deeds He thinks the first transaction was by Mortgage, and the other two were by Conveyance Deeds by which expression he means absolute Conveyances. The Deeds on record will show Mr Patterson was only receiving the ground rents and the rent of the House in Lexington Street until his debt was liquidated that was the arrangement which was made by Witness himself as the agent of Gibson,



Third Interrogatory,

Were the advances made by Patterson in money or in his Notes and if in his Notes what became of them,

3 To the said third interrogatory that they were in both Witness got the notes discounted in the Market at from one to one and a half per cent a Month and sometimes at as much as two per cent a Month Mr Patterson allowed legal interest on the Notes but this Extra interest was to get them discounted,

Fourth Interrogatory,

Did you ever see a Statement of the account between the Complainants and Patterson if you, who made it and what became of it,

4th To the said Fourth Interrogatory that Witness himself made out such a Statement and the same rate of interest was allowed on the rents as received as was charged on the advances. Witness gave the said Statement to Mr Patterson,

The Commission then adjourned to the twenty Sixth day of May in the same year at four in the afternoon and the same place at which last mentioned time and place the Commissioner met, pursuant to Notice for the Examination of witnesses on behalf of the Defendant, and by Consent of Counsel Adjourned to the twenty eighth day of May in the same year at four o'clock in the afternoon, and the same place at which last mentioned time and place the Commissioner met pursuant to Notice, for the Examination of Witnesses on the behalf of the defendant and then and there proceeded in the presence of the Solicitors of the respective parties to take the following depositions that is to say,

The said John H Smith being then Cross Examined in behalf of the defendants on the following Cross interrogatories to him propounded in that behalf makes oath deposeth and Saith as follows that is to say,

First Cross Interrogatory,

State particularly if you can the amount of loans made by Mr Patterson to Mr Gibson in money, and the amounts made in Notes.

1 To the said first Cross Interrogatory that he thinks as far as his memory serves him, that there was something like half Notes and half money there was part money in each case, He is speaking of the last transaction, that of 1847 which was settled was all in Notes,

Second Cross Interrogatory,

By whom were the Notes Negotiated spoken of by you as passed by Mr Patterson to Mr Gibson,

2 To the Second Cross Interrogatory that Witness made those Negotiations,

Third Cross Interrogatory

From whom or from what source did you derive your knowledge of the amount of rents received by Mr Patterson from the property conveyed by Gibson and of which you have been spoken in your previous answers.

3 To the said third Cross Interrogatory that Witness of course got the amount of rents, as the amount the property was producing from Mr Gibson,