Exhibit No. No 1. and No. No 2. are here filed by Complainant.

Commission Adjourned, And afterwards to Wit on the 9th day of February in the year 1861. at the request of the Solicitor of the Complainant Adjourned Friday 15th day of the same Month for the taking of testimony on the part of the said defendants,

Friday 15th February 1861 Commission met at request of Defendants Solicitor and pursuant to Notice; And at the request of defendants Solicitor with the consent of Complainants Solicitor Commission Adjourned until Saturday 16th Feby 1861.

Saturday 16th February 1861. Thomas Gifford a Witness for Defendant says being sworn deposes and says, James T Gifford a party to this Suit is my brother he is a Carpenter and Builder I have been a home Carpenter and builder and have been under the employ of my brother James I worked for my brother James in 1852 and 1853 and I think in 1854 but not be certain I did Work for him after that,

Defendants Exhibit T. G. No 1 is here filed

Said exhibit being shown to Witness he says that he bought the property therein described from his brother James with the view of keeping it in their family, it having been the home stead of his fathers family. Of the Sum hereinbefore and Twelve Seven dollars the consideration money of said Deed I paid Two hundred and fifty dollars in Cash and the balance my brother and me, I did not mention to my brother James my object as above stated for buying the property, my reason for offering at that time to buy it was because James was drinking very hard at that time and I was fearful the property might slip from his hands I made him the offer and it may have been the same way that he accepted it but I am not sure. My brother was aware that I knew of his habits as I had frequently spoken to him on the subject I did not make him a promise at that time or at any other time to settle the property on his Wife. I don't know what he may have thought but we had no words on the subject Afterwards settled the property on his Wife of my own free will of my own accord and as a gift and without the knowledge of James Mrs Elizabeth Gifford or Hugh Gifford

Defendants Exhibit T. G. No 2 is here filed.

Said Exhibit T. G. No 2 being shown to Witness he says that is the deed by which he settled the property referred to on the Wife of his brother James Gifford, At the time that I purchased this property from James I knew his circumstances as well as and brother Could know of another he had five or three hands at Work for him, and paid them off regular and his credit was good as far as I knew, I having heard nothing to the Contrary, he was doing a good business for a Mechanic and had as much work as any man that was doing it, and I believed he was able to pay dollar for dollar, upon a recent trial of Allegations against my brother James I was examined as a Witness and was asked whether I considered my brother James indebted to me and I said yes. but I did not expect for that he was indebted to me. His indebtedness was for Work done for James and for money loaned to him past before the House was purchased by me and paid since, and that was what I meant in my testimony, and this indebtedness is still owing to me. There never was an agreement between me and James that he James was to have the property back when

he was able to purchase it back, I do not consider the $267 which I paid for the house was a debt due by James Gifford to me and never expected a dollar of the money and never made or had an agreement to that effect with James, I did not state this I think at the trial, I don't think I said this and never intended to say this The property is improved by a frame building of about fifty years standing the house is a small house about 16 feet there is a stable in the rear which would rent for four or five dollars a Month I think. I don't pretend to say that I paid James the value of this property,

Defendants Exhibit Caldwell here filed and is admitted to be the measurement made by William D Caldwell of the Booth property referred to in his examination in this case.

Defendants Exhibit Belcher here filed and is admitted to be in the hand Writing of John T Belcher.

And afterwards to Wit on the 18th day of February in the year aforesaid in pursuance of an Order of the said Court to me exhibited requiring the return of the Commission this day, I thereupon closed the same Witness my hand and seal the said 18th day of February A D 1861.

T D Torney (seal)
Commissioner.

$110.88/100 Baltimore February 4th 1856.

Four Months after date I promise to pay to the Order of Hanson Hana & Co One hundred and Ten dollars 88/100 for value received

James T Gifford.

$108.88/100 Baltimore February 4 1856

Six Months after date I promise to pay to the Order of Hanson Hana & Co One hundred and Eight dollars 88/100 for value received

James T Gifford

Filed February 18th 1861.

Exhibit No. No 1

In the Court of Common Pleas of Baltimore City September Term 1856

Thomas D Hana Peter Hanson and John Hanson use of Hanson D Hana
vs
James T Gifford

Case Nar and Notice to plead & Copies sent Dams $300 Summons Copy left 15 Sept 1856 app with plea same day filed New Ed Copies 27 March 1857 Plff relinquished and Judgment by Confession for $300 Dams in Nar & costs to be released on payment of $108.88 with int from 4 April 1856 and costs Promy Note & Stay of execution for four Months 2d Sum Fifa issued 6 Sept Term 1859 No 33

19 Sept 1860 Judgment entered to the use of $13 Hana Order Plffs atty filed.

Plffs costs $7.18. Deffs costs $3.68

State of Maryland Baltimore City Set.

I hereby certify that the aforegoing is a true short copy