in the year 1860. Mr Gifford said he had no Work and had no money, but that he would pay it as soon as he could Mr Gifford looked at the Bill, saw the amount of it and made no objection to it.

Vincent A Carickson a Witness of lawful age produced Sworn and Examined on the part and behalf of the Complainants defendants and says Question What was your occupation in the year 1853. 4 and 5.

Answer I was Clerk for Robert Carickson who was engaged at that time in the Lumber business on West Sixth Avenue.

Question Do you know James T Gifford and how long have you known him,

Answer. I know him, and have known him for 10 or 12 years.

Question: Do you know the hand writing of James T Gifford,

Answer I do.

(Exhibit R. E. No 1 is here filed)

Question. Look at the Exhibit R E No 1 now shown you and state if you know the signature thereto, and state your knowledge of said Exhibit if any you have fully and particularly.

Answer The signature to said Exhibit is in the proper handwriting of James T Gifford and I think it was signed by him in my presence. This Note Exhibit R E No 1 was taken in renewal of another Note of said Gifford as which fell due about the date of this Note and this renewal was made for his accommodation as he could not pay the original. The original of which Exhibit R E No 1 is a renewal was given by said Gifford to Robert Carickson in settlement of Lumber purchased of him by said Gifford prior to the first of July 1854.

Exhibit R E No 2 is here filed

Question Look at the Exhibit R E No 2 now shown you and state whether the Charge of $450 25/100 on the 4 page thereof is intended to cover the Note marked Exhibit R E No 1. Answer Yes.

Question Did James T Gifford purchase any Lumber from Robert Carickson after the 1st day of July 1854. Answer He did.

Question. Look at Exhibit R E No 2 and state whether to the best of your knowledge and belief the Lumber therein charged was sold by Robert Carickson to the said James T Gifford and whether the prices therein charged are fair

Answer The Lumber so charged was sold by Mr Carickson to Mr Gifford and the prices are fair.

Question Have you any conversations with said James T Gifford in reference to the said Bill Exhibit R E No 2 if so state the same,

Answer I presented the said Bill to Mr Gifford and demanded payment and its correctness has been questioned by him, I mean by this Bill the entire account closing on the 4th page and footing up $1158 20/100 As regards the charge of $20 20/100 on the same 4th page below the preceding charge I told and delivered that lumber myself and sent the bill along with it as it was to have been paid for on delivery, but which he failed to do.

The bill of which I have been speaking I rendered to Mr Gifford about the first of January 1855 and had frequent conversations with him about it between that date and the spring of 1855.

Question

Have you had any conversation with James T Gifford



on the subject of this account within three years of the present time and state what he said,

Answer I had such conversation with him within the last twelve months and he did not deny the existence of his indebtedness to Robert Carickson, but admitted that he was so indebted,

Commission Adjourned and met again pursuant to Notice on Saturday 30th November 1861 at 4 O'clock P.M.

Saturday 30th November 1861.

Thomas T George a Witness of lawful age produced Sworn and Examined on the part and behalf of the Complainants defendants and says.

I was engaged as Book Keeper for Henry James in July or August 1854 to January 1857 I am acquainted with the defendant James T Gifford Mr Henry James during the time of which I have spoken was engaged in the Lumber business During that time Mr James T Gifford dealt with Mr James on Credit, I kept Mr James books during that time an account against James T Gifford I have in my hands a duplicate of the account of the goods sold by Mr James to Mr Gifford from April 3d to December 26th 1855 amounting to $914 32/100 and produced the same to be annexed hereto (The said account is herein annexed marked George No 1) This account was settled on the 1st day of January 1856 by Mr James T Gifford by a Note of his at four months from 7th January 1856 for $621. 71/100 that is to say including a Note which he had previously given in the Month of August on the 14th day of the Month at 3 Months for $292 41/100 making in all the said sum of $914 32/100 The Note for $292 41/100 was paid but the Note for $621 71/100 was renewed in part by giving his own Note for $294 59/100 dated 7 May 1856 at 4 Months, and the Note of J C Sagner for $173. dated 9th May 1856 at 4 Months Mr Gifford's own Note for $294 59/100 was again renewed by his two Notes at 4 Months dated 12th September 1856 one for $122 59/100 and the other for $178 50/100, The said Note for $122 59/100 was renewed by a Note at 2 Months from January 12th 1857 by a Note for $121. 20/100 and which is now in Mr James possession unpaid and which I now produce to be annexed hereto (The said Note is herein annexed marked George No 2. The other Note for $178 50/100 was paid at maturity I engaged to the B & R Keeper for Mr James about the Month of January or February 1857 when I left his employ I am acquainted with the hand Writing of James T Gifford

(Exhibit George No 3 is here filed by Complainant)

Exhibit George No 3 being shown to Witness he says the signature to said Note is in the proper hand Writing of James T Gifford

Murdoch Howell, a Witness of lawful age produced Sworn and Examined on the part and behalf of the Complainants deposes and says. I succeeded Mr George as Book Keeper for Mr James having gone into his Employ a Month or so after he left. I am acquainted with the defendant James T Gifford He dealt with Mr James in 1857 I kept an account on Mr James Books against Mr Gifford,

Exhibit Howell No 1 is here filed by Complainant,