the property above referred to me, I conveyed it to Elizabeth Jackson his wife without any Consideration. Mrs Jackson is not related to me, I was acquainted with Mrs Jackson from one to two years previous to making the Conveyance to her, She was not present when I executed the Conveyance to her. She did not give or promise anything for the conveyance nor did her husband give or promise me anything for making the said conveyance and I did not ask them for anything;

George Russell a Witness for Complainant being sworn deposes and says I know the House of Hodgis & Brother and I know all the parties defendants. George Jackson made a deed of Gift of property to me in 1855. I think then were his brothers conveyed to me. One of them in Lee Street the other somewhere in Old Town. I had very little attention to them. I did not to my knowledge see the House in Old Town before it was conveyed to me. I cannot say that I saw the House in Lee Street before it was conveyed to me, but I may have seen it afterwards as Jackson is now living in a house on Lee Street which I have had an presume it be the house that was conveyed to me. Jackson came to me and proposed selling the Houses as he said got into some difficulty with his brother. I did not want to buy the houses. I did however take an assignment of them "Complainants Exhibit A and B filed under the Commission in Chief in this cause is here shown to Witness, I gave Jackson my Notes for the consideration mentioned in said Exhibit A I gave him five Notes for $500 each payable at 4, 8, 12, 16, and 20 Months. I have not pay said Notes I did not pay a cent on account of them. I renewed said about six months ago. I think the prepared the deed I think I know the fees for drawing the deed, recording &c I think also paid for the recording of the deed. I did not pay for any. I never got possession of the property or received any rents from it or pay any ground rent or taxes. At the same day I conveyed said property to the Wife of George Jackson for which I received no any consideration (I think Mrs Jackson was not present) and I was not promised at the making of the Conveyance to her. I had known Mrs Jackson from one to two years, neither Mr or Mrs Jackson are related to me "Complainants Exhibit E and F" filed under the Commission in Chief in this cause are here shown to Witness. The first Conveyance from Jackson to me was for one lot and in a subsequent Conveyance there was two lots conveyed to me by him. I think I know where the two lots ~~mentioned in the subsequent Conveyance~~ are situated. I never went to examine them before I took the Conveyance for them. I gave him four notes for the Consideration money for $500 each payable 4, 8, 12 and 16 Months I did not pay said Notes or anything on account of them. They were renewed at the same time with the others. I think I know the person who prepared the deed, I did not pay the cost of preparing it, or acknowledging or recording it. I never got possession of the property and never asked for it. I can't tell where the lots are located I think one is on Buren Street. I think I know where the other is. I conveyed said property on the same day to George Jackson's wife without Consideration. I received none asked for none and none was promised me. I understood from my Conversation with George Jackson that I would be called upon to pay the Notes I gave him, and that he was making the property over to his Wife to avoid the payment of his brother's debts, and this was the mode he adopted to accomplish it.

Commission adjourned and met again on Monday 14th January 1861 at 10 Minutes before 5 O'Clock P.M.

James Jackson, a Witness for the Complainants being conscientiously scrupulous about taking an oath makes affirmation in due form of law, deposes and says as follows. I know all the parties to this suit with the

exception of Mr Joseph Dutton and I cannot tell whether I know him or not, my business in 1855 was Coach making and I was engaged in that business seven or eight years previous to 1855. My brother in the year 1855 was engaged in speculating with a horse and Wagon and had been so engaged for five or six years. He failed in business in the year 1855 before the failure I had a conversation with him in reference to his postponing the payment of his debts, In talking over matters he told me he had made up his mind to fail. In the course of this Conversation he said he was going to fire off the payment of his Notes by renewals or getting extensions for the purpose of getting in debt as deep as he could - he said he was going to fail and that he intended not to find empty handed, these were about the words he used. This Conversation was some four or five months before he failed, he failed in the Summer of 1855. I had been in the habit of borrowing money from said him before he failed - he was in the habit of loaning money to me about the time he told me he was going to get his paper renewed, When he failed I was indebted to him in about $500 or $1000. He did not call in the loans he made me at the time he failed he continued to loan me immediately after he failed. From the time of his failure up to the year 1858 my indebtedness to him increased up to $5000 Complainants Exhibit H filed under the Commission in Chief on the 17th December 1860 being shown to Witness he says that the property therein described is the property that he and his brother George Jackson leased from Henry Hearsey and Wife. About immediately after we leased said property we began to improve it and have all the improvements Completed in a about six months thereafter at a Cost of about $5500 George advanced the greater part of the Money for the improvements - Complainants Exhibit I filed under the Commission in Chief on 17th December 1860 was shown to Witness as the assignment of said property from Witness to his brother George, At the time of the said assignment we adjusted our accounts and I was found indebted to George after having made the Assignment in the sum of $2378 or $2379 and some cents - I went into my employ about the 1st January 1857 at a salary of $500. He was my general Superintendent, he retained my employ from January 1857 until the fall of 1858 during which time he was absent about three months. I think a lot of ground on Lee Street which my brother George told me paid $2000 for I have seen the House on Asquith Street he leased the said lot from James Mullen and George himself improved it, he told me it cost of $1400 to improve it I have seen the property the owned on Duncan Street he said it cost him from $1000 to $1100 sometime after George's failure he stated in a Conversation that he was satisfied that if he was successful in carrying up his business he expected to be worth from $10000 to $15000 I remember that in a Conversation with George soon after his failure George told me that he could have paid all his debts and have something left, I am acquainted with the handwriting of my brother George. Exhibits L M N and O filed under the Commission in Chief on 17th December 1860 being shown to Witness he says that they are in the handwriting of his brother George Jackson and are respectively signed by them, I remember when George was compromising with his Creditors. I endorsed his Compromise Notes, I do not the amount I endorsed. I did not about that time refuse to endorse any Notes that he wanted me to endorse. I never refused to endorse any of the Compromise Notes on the ground that I wanted the old Notes held by the Creditors first to be returned, I endorsed all the Compromise Notes when and as he wanted me to endorse them. About the time of the Compromise George never asked me to advance any money for the payment of any of his Creditors. I had no Communication with any of George's Creditors in reference to the Compromise I did not tell George that I would pay his Creditors fifty cents on the dollar deducting one per cent a month for twelve Months Complainants Exhibits Letters Nos 1, 2, 3, 4, 5, 6, 7 filed under the Commission in Chief are here shown to the Witness, said Exhibits Letters are shown to him, he says are in the handwriting of his brother George Jackson, From