payment for the assignment of the Judgment, says it is, and that the money was received by him in said check. (The said check is annexed hereto)

Cross Examined

Apart from the original proceedings in the case of Pendleton vs O'Brien in the Court of Common Pleas now shewn him Witness has no recollection of Conrad Leiman or his promissory note either

Adjourned and met again Tuesday 23rd July 1861. Conrad Leiman, a witness of lawful age produced sworn and examined on the part and behalf of the Complainant deposes and says to the Interrogatories propounded to him as follows:

1st Have you any Knowledge in reference to the promissory note mentioned in the proceedings of this suit. if so state what that Knowledge is. by whom said note was made, to whom and when payable, its date and amount?

Ans: I have Knowledge of it – I gave a note to Mr. George Strohmeyer in the year 1852 in the month of June. – I beleive about the middle of the month, but cannot state the date more exactly. payable 90 days after date the amount being $275.

2nd Have you any Knowledge of what become of that note, whether or not it was ever paid, and if not paid whether any steps were taken to obtain Judgment thereon and by whom? If so state.

Ans: Mr Strohmeyer gave it over to Mr Pendleton. The note was never paid – They claimed Judgment against me and Strohmeyer for that note – Mr Pendleton got said Judgment.

3rd Has the Judgment ever been paid or any part of it?

Ans: It has not to my Knowledge

4th Do you Know where the note is now?

Ans: I do not: I heard Mr Pendleton had it.

Cross Examined

1st x How do you Know that Strohmeyer gave the note to Pendleton?

Ans: I Know it because I was present when the note was given to him.

Complainants' Exhibit Deed

I & L is here filed and is annexed hereto

And afterwards to wit on the Eleventh day of February in the year of our Lord eighteen hundred and sixty two, no other witnesses having been named or produced to me I closed the said Commission.

In witness whereof I hereto set my hand and seal the day and year last aforesaid at the City of Baltimore in the State of Maryland.

Francis D. Tormey (Seal)
Commissioner

And the said cause so standing was continued until the second Monday of March then next. At which said second Monday of March to wit in the year last aforesaid come again into Court here the parties aforesaid by their Solicitors aforesaid. And afterwards on the Fifteenth day of March in the year last aforesaid the said Conrad Leiman appeared in Court here in his proper person and filed in said cause his Answer to the said Petition of the said Harman in form following to wit:

William J O'Brien vs Harman Schaferman et al	In Circuit Court for Balt: City

To the Hon. Wm Geo Kube Judge &c

The answer of the defendant Conrad Leiman to the petition of Samuel Harman filed in this cause admits that the claim of indebtedness set forth in said petition is just & true as therein contained, and that the bill of particulars subscribed by him as correct filed with & annexed to the said petition is correct as to the goods sold, prices charged and dates of sale & charges – And as in duty &c

Test
Wm H Hayward

C. Leiman

City of Baltimore S.S. on this 15th day of March 1862 before me a Justice of the Peace in & for the said City personally appeared Conrad Leiman and acknowledged the above answer to be his act. As witness my hand

W. H. Hayward

And afterwards to wit on the Twenty seventh day of March in the year last aforesaid the said Herman Schaferman by his Solicitor aforesaid filed in said cause the following Exceptions to the Testimony to wit:

O'Brien vs Schaferman et al	In the Circuit Court of Baltimore City

Defendants Exceptions to testimony

The Defendant Schaferman Excepts to the following testimony