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that cause my knowledge came only from the words and action of Mr Polk, and of Mr Price whom I understood to be his counsel and from what I heard from both of these gentlemen I understood Mr Polk to be the party defending the suit on behalf of the parties named as Defendants in the declarations.

Sixth Interrogatory

Was the case tried or not

6 Answer:

"There was a trial of the case, that is evidence was given on both sides to the jury and if I remember rightly, both parties applied to the Court for instructions; I am satisfied that through me as his counsel having Mr Benjamin A. Horwitz associated with me the Plaintiff applied to the Court for instructions to the jury. The question of law upon the prayers was argued on both sides but I am inclined to believe though not certain that I took no part in the argument. The Court so instructed the jury, that Mr Horwitz and myself, and I think the Plaintiff was also present, considered it as taking the case entirely from the jury and we allowed the Plaintiff to be called by the Clerk without answering and a judgment "Non Pros" to be entered."

Seventh Interrogatory

Did or did not the Defendant Polk rely upon his tax title, and if not upon what did he rely,

7 Answer:

"I have some difficulty in answering that question, but I will give my conclusions at that time as to what he relied on and the reasons why I so concluded. At the trial I and my associate (I speak for myself particularly) were very anxious to drive the Defendant to rely upon his tax title, but Mr Price, acting for the Defendant offered I think, in evidence the Tax Deed, that is the Deed from the Tax Collector, at the same time disclaiming that he meant to rely

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upon the title conveyed by that Deed, but as I understood him he merely wanted to show some colorable title to defend upon his possession".

Eighth Interrogatory

Did or did not the question depend upon a contract between Polk and Hamilton by which Hamilton agreed to accept Polk as the lessee of the property upon his paying the ninety one Dollars yearly ground rent, and upon the further proof that he actually had paid the first half years ground rent

8 Answer:

"The question which was perhaps most discussed in that case and upon which in my opinion the decision of the Judge was formed was whether a payment of something near forty five dollars made by Mr Polk to Mr Hamilton was to be credited upon ground rent of this lot due to Mr Hamilton and in arrear before the sale by the Tax collector, or whether it was to be credited to ground rent that accrued after the purchase of the lease by Mr Polk from the Tax collector. There was also a question of fact before the jury in that case, it was contended by Mr Polk, and if I recollect well he so testified to the jury, that when he first approached Mr Hamilton and informed him of his purchase that Mr Hamilton stated to him that he did not care about the matter, that he had a pretty heavy ground rent upon it, naming the amount, and that if he got that paid that he was satisfied This was the testimony of Mr Polk and of no one else. According to my present recollection, Mr Hamilton the Plaintiff, was not examined as a witness on that trial.

Ninth Interrogatory

Was it or not upon the contract you have spoken of that the Court gave its opinion in favor of the Defendant

9 Answer:

"The Judge in delivering his opinion, spoke very distinctly in