Third Interrogatory. Did you ever do any work in the way of your business, in said hotel? If so, when in what portion of the hotel, what was the nature of such work, its extent and cost?

3 Answer. I file an account marked Defendants' Exhibit, Remanded Commission C. H. Gernhardt, No. 1. showing the amount of work, the cost, the time, the extent, and the locations in part, the items where the location is not given were for a passage leading to the dining room. There was some little repairs done that are not in my bill.

The solicitors for the persons claiming under Andrew McLaughlin file with the Commissioners the opinion of Charles F. Mayer, Samuel S. Donaldson and Reverdy Johnson, whose respective handwritings are admitted by the solicitors for the Complainants. Said opinion are marked respectively Defendants' Exhibits Remanded Commission C. F. Mayer No. 1. S. S. Donaldson No. 1. and R. Johnson No. 1.

It is agreed that copies of the docket entries and bill in the case of David Barnum and and others against Ann K. Barnum and Andrew McLaughlin, in the Circuit Court of the United States for the Maryland District, shall be received in evidence in this case, to have the same effect as the full record, with liberty to either party to file as evidence at any time any particular paper or papers in said case, in addition to said bill and docket entries.

It is admitted that Deeds of Trust were made creating the City Hotel stock mentioned in the Will of David Barnum, one of them for the sum of twenty seven thousand, nine hundred dollars

carrying a yearly interest of six per cent, or one thousand, six hundred and seventy four dollars per annum, and the other for thirty four thousand nine hundred dollars, carrying a yearly interest of five per cent, or one thousand, seven hundred and forty five dollars per annum, the filing of which Deeds was dispensed with by the counsel for the Complainants, it being understood that either party may at any time, if deemed necessary, file copies of said Deeds as part of the evidence in this cause. It is further agreed that the proceedings in the case in equity for carrying out the trust in the Will of Andrew McLaughlin shall be considered as evidence in this cause, to be referred to by either party, and in case of an appeal a copy thereof, or so much thereof as the parties may deem necessary, shall be carried up as part of the Record. It is further agreed, without prejudice to the relevancy or admissibility of the same as evidence in this case, that various sums were paid from time to time by said Andrew McLaughlin in his lifetime, and by those who have succeeded him as occupants of said property, for insurance, taxes, water rent, gas, ground rent, annuities to Mrs Ann K. Barnum as provided in the Will of David Barnum, servants wages, and so forth, and various other sums paid partly for improvements and partly for repairs, as well in the old building as in the new. It is also admitted that upon application to the Orphans' Court of Baltimore City for letters of administration de bonis non on the estate of Andrew McLaughlin, the same were not issued, it appearing that there was nothing upon which administration