were also largely indebted to William Haugh and Geo. T. Motter, also one of the complainants; did said indebtedness and said securityships exist on the first of January, 1883, in the same manner and to the same extent that the same existed on the 9th of May, 1883?

Answer. Said indebtedness and said securityship were the same on the 1st of January, 1883, as they were on the 9th of May, 1883.

4th Did you and your wife, Margaret A., go from your home in Taneytown, to Smithsburg, in Washington county, by railroad, on the 7th or 8th of May, 1883; if yes state fully the object and purpose of your visit to Smithsburg on that occasion.

Answer. We did go on the 7th or 8th of May, 1883; I am not positive which day it was; in the first place we went on a visit to see my mother-in-law, Mrs. Catharine Darborrow, and our friends in Smithsburg; I told my wife before we started, that if I could sell my property in Taneytown I would do it; after we were at Smithsburg awhile, I proposed to sell my property to Manoah Metz, my brother-in-law; he asked me what I thought it was worth, and what I would take for it: I told him that according as other property was selling in Taneytown, I thought it ought to be worth $5,000.00; but he thought not, and said that his property in Smithsburg was equally as good, and would not bring over about $4,000.00; after we were talking over it, I suppose the best part of the day, he agreed to give me $3,500.00 in Government bonds, and the premium on the said bonds, whatever that might be; I agreed to take it; the next morning, that is the 9th of May, 1883, we, my wife, myself and said Manoah Metz, came from said Smithsburg

to Westminster, by railroad, in the same train of cars; when we got to Westminster we went to the office of Messrs. Reifsnider and Fink, who were my attorneys; the first one that I met was Mr. Fink, who was on the payment in front of the office; I stated to him that I had sold my property in Taneytown, and wished him to prepare the deed for me; he said we should step into the office; after we went into the office Mr. Manoah Metz said he wished to examine the records to see if the property was clear of liens on it; Mr. Metz and Mr. Fink went to the Court House for that purpose; when they came back to the office, he, Mr. Metz, said it was all right; there were no liens; Mr. Fink then prepared the deed; he asked me what I was to get for it; I said $3,500 in Government bonds; after the deed was written, Peter B. Mikesell, a Magistrate, was sent for; Mr. Metz then paid me $3,500.00 in Government bonds, which I paid over to my wife on a note which I owed her; Mr. Reifsnider then wrote the credit on the back of said note; Mr. Reifsnider made the calculation, and the premium was $647.50 over the face of the bonds - that is to say, the said bonds and the premium thereon amounted together to $4,147.50, which was the amount Mr. Reifsnider credited on said note; that was all that occurred at that time that I recollect of; that is all the answer that I can give to said question that I can think of.

5th. Did you state to said Metz, on the occasion, in Smithsburg, when you and he agreed on the purchase and sale of said property, any reason why you proposed to sell said property to him?

Answer. I told him it would be a great help to me in my business if I could sell the property.