his wife, went on a visit to the mother and relatives of the defendant, Margaret, to Smithsburg, Washington County distant some 30 or 40 miles from their residence in Taneytown. There the defendant, Jesse H., proposed to his brother-in-law, the defendant Metz, to sell him all his real estate in Taneytown. His motive for selling was, as he stated to Metz, that he had some debts he wanted to pay, and could use the money to good advantage. He had not offered the property for sale at his home, nor made any attempt to sell it, and had treated an offer of $3,500 for it from a responsible party as a joke. It was finally, on the 7th, 8th or 9th of May, 1883, agreed by and between Metz and Jesse Haugh, that Metz would buy the property for $3,500 in Government bonds.

The parties, Haugh and wife and Metz, met in Westminster on the 9th of May, 1883, Haugh and wife, testifying and answering that they three came in the cars from Smithsburg on that day together, and Metz, testifying and answering that they did no so come together, but that he came alone, and Haugh and wife came from their home and met him by agreement.

The deed was executed by Haugh and wife, and delivered to Metz on that day. The consideration mentioned is $3,500. Metz in his sworn answer, says, that he paid the full consideration mentioned in said deed by the delivery to said Jesse of certain United States bonds, of the value $3,500, which he had purchased a short time before for the purpose, from his mother-in-law and sister-in-law, and for which he gave them his two promissory notes for $1,500 and $2,000, respectively. He testified, on his examination as a

witness, that on the 9th of May, 1883, he consulted with Haugh and wife about an hour, or less, about the purchase of the property before going to the office of the attorneys who prepared the deed. Mrs. Haugh testified that she never knew what she was wanted for at the said office until she saw a deed being prepared, and she was asked to sign it. Metz further testifies, that about a week after he delivered said bonds in payment for said purchase in Westminster, he purchased said bonds from Mrs. Haugh at her home in Taneytown, and gave her for them his note for $3,500; that in December, 1883, he paid her $1,500 on account of said note, and that she still has said note. That the same bonds so repurchased by him from Mrs. Haugh for $3,500, he redelivered to his mother-in-law and sister-in-law, the latter part of the same, May, 1883, and took up his two notes which he had given for them. That on the 9th May, he, by written agreement, rented the property so purchased by him to Mrs. Haugh. The written agreement filed with the Examiner, shows the agreement was made with Jesse H. Haugh. In their answers, Haugh and wife say that the deed in question was executed and delivered to Metz for the consideration of $3,500 in U.S. Government bonds, which were handed over to the wife by the husband in part payment of the $9,000 note, and which she credited, together with other money then received by her from her husband on said note. The husband in his testimony swears, that he did not, on said day, give to his wife any money, or anything except said bonds. The premium they say, in another part of their answer, on said bonds was calculated, amounting to $647.50, and the face value and the premium aggregating $4,147.50, was credi-