been the habit of David R. Condon, in respect to sobriety?

(Question objected to by objector's solicitor.)

Answer. It is disagreeable for me to answer such questions; but I do know that he has been drinking for the last couple of years to some extent.

(Answer objected to.)

2nd question. Don't you know from your own personal observation, that Condon has been drinking to such an extent for the last two years, as to disqualify him from attention to any business?

(Question objected to.)

Answer. Yes, at times; at other times he was capable.

(Answer objected to.)

3rd. question. Don't you know that David R. Condon, within the last year, has been drunk for six months during that time, and been incapable of attending to business that half year?

(Objected to.)

Answer. I can't say it was so.

4th question. Have you not said recently that Condon was not fit to attend to any kind of business by reason of his habit to drinking?

(Question objected to.)

Answer. I don't remember of making such remarks, but I have said he was drinking too much for his good.

5th. question. Did you have a note against David R. Condon in February, 1889?

(Objected to.)

Answer. I held a note against Condon, payable to bearer, which I got from F. T. Hook, and hold it now, for $150.

6th question. Did David R. Condon offer to give you a judgment by confession last Winter, and did you not decline to accept said judgment on the ground that it would entail upon you the cost of the judgment, and that you would not be able to get the judgment out of any property that Condon owned or had?

(Objected to.)

Answer. He did not offer to give me any such judgment on that note; he conditionally offered to give me a confessed judgment last Winter or this Spring, but not on that note; I did not decline to take a judgment on account of my having the cost to pay.

7th. question. Did you not tell J. A. C. Bond, in his office, upon inquires made by him of you, for Dennis H. Maynard, assignee of the mortgagee, as to the value of his mortgage security in the month of February, 1889, that the Condon property had depreciated very much, and would not pay the liens that were then upon it, and that you had a note against Condon, and had refused to take a judgment by confession against Condon, on the ground that there would be nothing left out of the property to pay the judgment, and that you did not want to pay the cost?

(Objected to.)

Answer. I had a conversation with Mr. Bond, in which he asked me about the Condon property; I told