To 2nd " Interr. ~ That he knows the goods — Some of them were not saleable. ~
To 3rd " Interr. ~ That he does not know
" 4th " ~ That Eagle told witness when he heard Mr Richardson wanted to sell it, as he did not get the farm in Montgomery, he believed he would take that farm back, and he did get it back, he would deed it to his wife to make her a home — this Conversation was in the early part of the fall of 1864 — That Eagle told witness soon after he was married, he wanted to sell that farm, and buy one in Montgomery, that she liked better, and deed that to her — Mr Eagle was married in September 1863. ~
To 5th " Int. That Eagle told witness that his wife's parents were opposed to his marriage, that they said he could not support her, and eagle said she would have a home, that she should not depend on her parents. ~
To 1st " Cross Interr: ~ About the last of May or first of June 1865. ~
" 2nd " " " ~ That the goods so purchased were not in the store. That witness purchased said goods afterwards from Eagle — That he gave $5778.00 for all the goods he bought of Eagle — this estimate was made upon all the goods.
To 3rd Cross Interr. ~ That he paid Eagle by Mortgage and a note for 60 days and a bill for $775.00, which witness held against him ~
To 4th " Cross Interr. ~ Yes. The Mortgage was assigned to Renehan & Kinnan for the purpose of part payment on the store, as Eagle owed said Renehan and Kinnan. ~
To 5th " Cross Interr. ~ Eagle owed Renehan & Kinnan $1350.00 — The difference between that amount and the amount of the Mortgage, some $200 — witness received and paid over to Eagle ~

<u>L. B. Nicholson</u>, a witness of lawful age, produced on the part of the Defendants, being duly sworn and Examined to interrogatories, filed with the Commissioners by the Defendants and herewith returned, deposes and says. ~
To 1st " Interr. (Excepted) That he went with Mr Eagle in November 1864 — as Clerk in the Store — That he did attend to Eagle's business, goods were put at usual prices as far as Witness knows — Eagle bought a bill of goods that were damaged — his Cotton were not sold in whole pieces, they were torn — He bought a lot of fine Cassimeres which were not in demand in a Country store. ~
To 2nd " Interr. ~ That as far as Witness knows, for the first three or four months, Eagle paid his debts punctually
To 3rd " Interr. No. Witness thinks not. ~
" 4th " ~ That he does not know — He was imposed on. ~
To Cross Interr. No Witness never did — does not recollect of hearing Eagle speak on the subject — Eagle sold the goods alluded to, in part to Cooley and to others — He did not return said goods. ~

<u>George Richardson</u>, a witness of lawful age, produced on the part of the Defendants, being duly sworn and examined to Interrogatories, filed with the Commissioners by the Defendants and herewith returned, deposes and says. ~
To 1st " Interr. That he knows the farm — That his father John Richardson purchased it in the fall of 1863 — That he took possession of it, either in 63 or 64 ~
To 2nd " Interr. Yes. He sold it back to Eagle in October 1864 ~
" 3rd " That Eagle told witness about fifteen minutes after he bought the farm back, that he intended to deed it to his wife — that her friends were down on her for marrying him — that if his child should happen to die and he too,