

foot of the form of the oath, written on the commission, to be taken by the commissioners, were written the names of the commissioners, with their seals, and also these words—
 “Sworn before us the 28th of May 1806.

1810.

Wilson
 vs
 Williams

Joseph Ingram
 P. L. Brion.”

Then followed the interrogatories and answers of witnesses, and the whole authenticated by this certificate—
 “We, the undersigned commissioners, do hereby certify to the honourable the judges of *Baltimore* county court, that after we had severally taken the oath directed in said commission, and administered the oath to *Clement Davis*, whom we appointed as our clerk in said commission directed, that we proceeded to examine the witnesses produced; and we do certify, that the annexed answers were made to the annexed interrogatories. As witness our hands and seals this 28th day of May 1806.

Joseph Foulke, (L. S.)
 Henry Basden, (L. S.)”

The defendant's counsel objected to the admissibility of the testimony taken under this commission, on the ground that the commission did not appear to have been duly executed. But the court, [*Nicholson*, Ch. J. and *Hollingsworth*, A. J.] overruled the objection, and permitted the commission and depositions to be read in evidence to the jury. The defendant excepted.

2. The plaintiff, in support of the issue joined on the *third count* of his declaration, offered to read in evidence an affidavit, dated the 10th of April 1801, and proved to have been made before *G. G. Presbury*, one of the justices of the peace for *Baltimore* county, by the defendant, (*Wilson*,) and to have been signed by *Wilson*. The only part necessary to be stated is this, viz. “And this deponent deposes and declares, that in the outward bound cargo of the sloop *Delight*, there was a certain quantity of *American* soap, which to his certain knowledge was sold at *Curacoa* by the said *Alexander Mitchell*, at six dollars per box, current money of the *U. S. of America*, any thing in the account of sales rendered by the said *Alexander Mitchell* to the contrary notwithstanding.” The defendant objected to the reading of this paper to the jury. But the court, [*Nicholson*, Ch. J. and *Hollingsworth* A. J.] overruled the