defendants, the undersigned Commissioner, having previously taken the Oath as prescribed by the Court, & Recorded in the Clerks Office, did proceed, on the 15 day of November 1853 pursuant to notice to take at the Office of Mr M. Menick Esq' in Independence Town the following Testimony, to wit:

John I. Smith - witness of lawful age, duly sworn, produced on the part of Complt. answers To the first Intg herewith filed & returned - That he knows the parties, Complainant, and respondent in this cause, and has known them for many years. To the 2d Intg He answers he is acquainted with the Real Estate in this cause described & which belonged to Conrad Miller dec'd and which is described in Exhibit A B C D & E to bill now shown deponent. That part of the property remaining in the possession of Henry Young & not embraced in the deed marked Exhibit E/ is the fair & reasonable fourth part of the whole of said Estate regarding quantity & value.

To the Third Intg - He answers he is acquainted with the circumstances under which the deed to I. Perry, marked (E) & the Deed, marked Exhibit (D/ to John I. Smith were executed & the objects purposes & understanding with & under which Hannah Young - the Complainant joined in executing the said deed

To the fourth Intg - He answers the object & purpose of the parties in making said Deed of Trust to Smith was to pay & satisfy the creditors of Henry Young & the object & consideration, operating upon said Hannah Young was to release voluntarily & without valuable consideration given to her for the same her right of dower in so much of the undivided Interest of said Estate as belonged to her husband in his own right to assist in the payment of his debts

To the Fifth Intg He answers - That it was understood expressly by the said Hannah & her husband & as explained and stated that the design & purpose of the parties was in making said deed - That the said Hannah was only to part with her dower right in the undivided 3/4ths / three fourths / of said Estate belonging to her husband To the Sixth Intg He answers, that the understanding, and agreement of the said Hannah in executing the said deed to Perry was - that she thereby only parted with her dower in her husband's share of said Estate & that she agreed to execute the same, with the express assurance and understanding between herself, and her husband, that there by her fee simple right to all of said Estate, not embraced in said Deed was retained, & that the effect, object & purpose of said Deed was & would be to set apart, divide off & assure to her in fee simple, the residue of said Estate, as & for her just share, and one fourth part of said Estate of her deceased father, To the Seventh Intg He answers that Hannah Young did insist & claim to retain her own original Inheritance in heritable part of said Estate & She was assured by her husband & the parties who took the acknowledgments of said Deed to Perry that the effect of said deed, would be to separate & divide the interest -