

Specify all the sources of such indebtedness, to the best of your knowledge.

4<sup>th</sup> State further about the month of March A.D. 1853. Jacob Beam was in good repute, and credit in the business he was conducting, and in general esteem, regarded as solvent. 5<sup>th</sup> State any other matter, in your knowledge to advantage of respondents in this cause. 6<sup>th</sup> Cross to general witnesses. State whether you, or any one, within your knowledge as the agent of Gasaway & Co. or either of said firm exhibited the paper now shown you, marked (Ex C.) to Cross Interrogatories to Adam Kahler, as the true balance due said Firm from Beam, or represented in any manner that amount to Kahler as the true amount, was he induced by their declarations, or conduct to regard and act upon the belief that said Balance was the whole due. 7<sup>th</sup> Is said paper in your hand writing, or if not is it in the hand writing of any authorized clerk, or Bookkeeper of said Gasaway & Co.

Interrogatories to Jacob Beam - 1<sup>st</sup> Disclosed fully the character and extent of your indebtedness, to Complainants, and specify what items thereof arise from advancements of funds for you, and from the acceptance of drafts for you, and what portion was otherwise created. Specify & particularize the several sources of such indebtedness. 2<sup>d</sup> Are you bonafide indebted to Adam Kahler, upon notes, and account stated, as set forth in his answer to the Bill in this case, and does the mortgage by you given to him, and a copy of which is filed in this case, contain a just, and fair recital of said indebtedness. State also what payments you have made, or what credits you are entitled to on the same since date of said mortgage. 3<sup>d</sup> At the time you contracted said debts to said Kahler, was he aware of the existence of said mortgage to Gasaway & Co? Did you, or not represent yourself to said Kahler as in prosperous circumstances; and that upon balancing your drafts, with Complainants & others, with whom you dealt, you would find fair balances in your favour. 4<sup>th</sup> Did, or did not said Kahler first learn of the existence of said pretended mortgage to Complainants after you became largely indebted to him as above stated, and when he became anxious about the amounts due, and proposed pressed you for mortgage, or other security, to wit, about the last of March, A.D. 1853. 5<sup>th</sup> State whether at the time, you executed your mortgage to Kahler, you exhibited to him the annexed statement of account, marked exhibit (C) as shewing the true, and only balances due from you to Gasaway & Co. 6<sup>th</sup> State whether said account was shown with the knowledge of Gasaway & Co. and whether any members of said firm, or their agents stated, or represented to Kahler - that said Balance so appearing was the only Balance due them, and whether Kahler took his mortgage he had good reason to believe from the conduct, or representations of Gasaway & Co. that said Balance was all that was due to them. State any thing further in your knowledge to advantage of respondent Kahler.

J. Appington & Minck, Sols.

For Adam Kahler.

Noah A. Gasaway, and John W. Ross partners, trading as Noah A. Gasaway & Co. vs. Jacob Beam & Adam Kahler.

In the Circuit Court for Frederick County, In Chancery. To the Hon. the Judge of said Court the undersigned James H. Devans, Commissioner named in the annexed Commission - to him directed, and empowering him to examine - evidences in the above cause, at the execution thereof, having met, on Saturday, the 29<sup>th</sup> day of April, 1854, at 4 o'clock P.M. at my law office N. 5. Courtland Street, in the City of Baltimore, pursuant to previous notice thereof given to said parties, and having taken -