

Whereupon the said Jacob Beam, being examined to the Special Cross Interrogatories filed by the Defendants, and herewith returned deposes and says, to

Int 1. The indebtedness to Noah A. Gasaway & Co. was for purchase of wheat & sales of flour on Commission. There was money advanced at different times by Noah A. Gasaway & Co. to witness, which I suppose is part of this account. The amounts were different, not exceeding, at any one time \$1000. I cannot say what these advances would all amount to. There were no drafts that I know of. The principal part of this indebtedness was to John W. Ross & Co. before the firm of Noah A. Gasaway & Co. was formed, and was for money advanced on account of the purchase of wheat for J. Beam Sr. This amount was assumed by Noah A. Gasaway & Co. with my knowledge. I did not object to it.

Q. Int 2. I am indebted in good faith, to Adam Kahler as stated. The Mortgage contains a correct statement of my indebtedness, to him at the time it was made. I have not now the statement of payments, and credits. They amount to several hundred Dollars. I do not remember how much. (I will make statement & file it, before the close of the Commission.)

" Int 3. I do not know - that he knew any thing of the Mortgage, to Noah A. Gasaway & Co. at the time mentioned. I do not know that I particularly represented myself to Kahler as in prosperous circumstances - I do not remember that I so stated in relation to "Balances of accounts"; but I did expect favorable returns

" Int 4. Yes I had been indebted, to him, before and after too. I do not know, that I had much talk with Mr. Kahler about a mortgage. I think there was something said, but do not remember what it was. - It was shortly after the mortgage was given to Noah A. Gasaway & Co. but I cannot remember the precise time. It must have been about that time - Some time in February or March.

" Int 5. I do not remember - that I shewed him this account. He saw some of the accounts - this perhaps & others. I do not know that I stated the balance due. To my knowledge I never stated any thing to Noah A. Gasaway & Co. about it -

" Int 6. It was not shewn, with their knowledge. Knows nothing of such representations. I cannot say further, not knowing.

Whereupon the parties desiring further time, for the examination of evidences, the Commission adjourned by consent to meet again at the same place, on Wednesday, May 3. 1854 at 4 o'clock P.M.

Pursuant to adjournment, the Commission - again met, at the same place as above on Monday - May 3. 1854. at 4 o'clock P.M. - Present the same parties and solicitors as before. Whereupon Samuel Gasaway, the above named witness, being examined, on the part of the Complainants - to their

Int 4. above mentioned - deposes and says. William Beam's note, dated January 21. 1853 at 60 days, for \$1200. payable to the order of Jacob Beam - was credited to account of Jacob Beam. February 2. 1853. and protested for non payment. March 25. 1853 and is still unpaid, and charged to account of Jacob Beam.

Jacob Beam, the above named witness, desiring to explain his answer to the first Cross Interrogatory on the part of the Defendants, says. That for the purpose of settling the indebtedness of Jacob Beam Sr. to John W. Ross & Co. he borrowed from Noah A. Gasaway & Co. the two notes now shown him, by the Counsel of Complainants, and herewith files, and marked "A. B. N. 1." and "A. B. N. 2." which were discounted at the Commercial & Farmers Bank for my use, and I presume they were paid by Noah A. Gasaway & Co. at maturity, as they are now in their possession. Whereupon, the parties, desiring further time, for the examination of evidences