and herewith returned, deposes and says. — To the First Int: That he is Secretary of the Frederick Town Savings Institution, that he looks at Exhibits No 2 and 3, now shown him, that said notes are renewals of a note discounted by the Frederick Town Savings Institution for Leonard J. Layman, that the original note was for thirteen hundred & seventy dollars ($1370.00) that said original note was dated on the third day of March eighteen hundred & sixty five, that he does not know what has become of the said original note; that said note was renewed on the fifth day of September Eighteen hundred & sixty four by Leonard J. Layman; that the said Frederick Town Savings Institution has never discounted any other note of like amount & same securities. —
To the 2d Int: That Exhibit No 3 has been satisfied on the fourth day of April Eighteen hundred and sixty six, by James H Gambrill & John T Worthington's note for thirteen hundred and seventy dollars given by them to the Frederick Town Savings Institution. —
To the 3d Int: That he is not; that he can't answer further than that James H. Gambrill and John T. Worthington delivered the substituted note in the presence of deponent, to the Frederick Town Savings Institution, in substitution of Exhibit No 3. —

David O. Thomas, a witness of lawful age, produced on the part of the Complainant being duly sworn & examined to interrogatories filed with the Commissioner by the Complainant herewith returned, deposes and says. — To the First Int: That he is acquainted with all the parties to this suit. —
To the 2d Int: That he is acquainted with the handwriting of Leonard J. Layman; that he has frequently seen him write & that the signatures "Leonard J. Layman" attached to Exhibits No 2 & 3, are in the proper handwriting of the said Leonard J Layman. — To the 3d Int: That he was acquainted with Leonard J. Layman; that he is dead; that he died in Frederick County on the 20th day of October Eighteen hundred & sixty five, intestate; that he was married at the time of his death; that Henrietta Layman is his widow & now resides in Frederick County, Maryland, that said Leonard J. Layman left the following children namely, Florence A. Mary E. Clementine, Charles W. Isaac N. Leonard J. Richard L and Ida M. Layman, all infants under the age of twenty one years and all reside in Frederick County Md. —

Perry B. McCleary, a witness of lawful age, produced on the part of the Complainant, being duly sworn & examined to interrogatories filed with the Commissioner by the Complainant herewith returned, deposes and says. — To the 3d Int: That he is acquainted with the handwriting of James H. Gambrill & John T. Worthington, that he has frequently seen them write & that the signatures attached to Exhibits No. 2 and 3 are in the proper handwriting of said Jas H Gambrill and John T. Worthington; that he is not acquainted with the handwriting of Nicholas Worthington.

There being no other witnesses present and the Complainant requiring no further time for the production of his Evidences, the Commissioner closed the said Commission and herewith returns the same under his hand and seal on the 24th day of May Eighteen hundred and sixty six. —

Wm B Nelson Comr. (Seal)

Endorsed — The Execution of the within Commission will appear by certain Schedules thereto annexed. —

Wm B. Nelson Comr (Seal)

Decree

James H. Gambrill
vs
Henrietta Layman Exr

No 3297 Equity. —
In the Circuit Court for Frederick County sitting as a Court of Equity
February Term 1866. —

The above cause standing ready for a hearing & being submitted the bill, answer, exhibit, testimony and all other proceedings were by the Court read & considered. It is thereupon this 15th day of June 1866, by the Hon. Madison Nelson Judge of the Fourth Judicial Circuit of the State of Maryland and by the authority of the Circuit Court for Frederick County as a Court of Equity adjudged ordered & decreed that unless the defendants shall on or before the twenty first day of June 1866 pay or bring into this Court to be paid unto the Complainant the sum of thirteen hundred and seventy dollars with interest from the 12th day of March 1866 until paid or brought in as aforesaid together with the Complainants Costs of this