Sophia Fitzhugh Sarah Margaret Fitzhugh and Jacob M Kunkel have file with me the agreements respectively returned marked "X O" "2 R." "W. F." "L. K." and "R. D." The further taking of testimony was then postponed until Tuesday January 17th 1860.

At which time the Solicitors for the respective parties being present the further taking of testimony was resumed.

Peregrine Fitzhugh a witness of lawful age produced on the part of Sophia Fitzhugh is offered as a witness. The Solicitors for Jacob M. Kunkel object to the competency of Peregrine Fitzhugh as a witness and object to his being sworn and testifying in this Case in support of the claims of Sophia Fitzhugh Sarah Margaret Fitzhugh or either of them. The Solicitors for Sophia Fitzhugh thereupon files with me the release and final discharge of Peregrine Fitzhugh under the Insolvent Laws marked P. F. - The said Peregrine Fitzhugh is thereupon duly sworn as a witness on behalf of Sophia Fitzhugh. Thereupon the Solicitors for Sophia Fitzhugh files with me the Claim of the Farmers and Mechanics Bank of Frederick County marked "Claim E. E. No 1 and the promissory note therein attached the same being shot copies of judgments against Peregrine Fitzhugh and Sophia Fitzhugh respectively upon the promissory note therein recited - the said claim being handed to the witness he defines and says.

I look upon the original note attached to claim marked "E. E. No 1 and recognize the signature to be my proper writing it is the signature of the then existing firm of Fitzhugh & Eger Consisting of myself and Michael M. Eger. I am acquainted with the handwriting of Sophia Fitzhugh the indorsement on the said note is in the handwriting of said Sophia Fitzhugh the petitioner in this Case as it purports to be. This note is a renewal of an original note executed and indorsed in the same manner bearing date the 13th of August 1836 for $1000 renewed November 14th 1836 for same amount again renewed February 15th 1857 for $1000 again renewed August 20th 1857 for $501 the balance $499 having been paid on that date again renewed November 21st 1857 for $501 again renewed June 28th 1858 for same amount I look the said original and renewals of which this note is a continuation and have had the same in my possession and have made diligent search for them in all proper places and have not been able to find them and they are lost or destroyed the said original note was embraced in and covered and intended to be secured by the Mortgage executed by me to Sophia Fitzhugh and Sarah Margaret Fitzhugh a copy of which said mortgage is herewith shown me marked Exhibit No 4.

The Solicitors for J. M. Kunkel excepts to the competency of parol evidence to show that the note was covered by the mortgage referred to.) Thereupon the