Solicitor for Sophia Fitzhugh files with me the claim of the Farmers & Mechanics Bank of Frederick County marked Claim E. E. No 2" and the promissory note thereto attached the same being short Copies of Judgment against Peregrine Fitzhugh and Sophia Fitzhugh respectively upon the promissory note therein recited. The said Claim being handed to the Witness he deposes and says:

I look upon the original note attached to Claim marked E. E. No 2 and recognize the signature to be my hand writing and the indorsement thereon to be in the hand writing of Sophia Fitzhugh as it purports - it is a renewal of an original note dated 8th of December 1856 for same amount again renewed March 13th 1857 for same amount again renewed June 13th 1857 for $500 the other $500 having been paid by Sophia Fitzhugh again renewed September 14th 1857 for $500. I look upon the said originals & renewals of which this note is a confirmation and have had they papers in my possession and have made diligent search for them in all proper places and have not been able to find the same they are lost or destroyed. The said original note was embraced in & 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 and marked Exhibit No 4

The Solicitor for Jacob M. Kunkel excepts to the competency of parol evidence to show that the note was covered by the mortgage referred to. And therefore the Solicitor for Sophia Fitzhugh files with me the Claim marked "E. E. No 3" and the promissory note thereto attached being short Copies of Judgments against Peregrine Fitzhugh and Sophia Fitzhugh respectively upon the promissory therein recited. The said Claim being handed to the Witness he deposes and says.

I look upon the promissory note attached to Claim E. E. No 3 and recognize the signature to be in the proper hand writing of Wm Kirkham & Co whose signature I am acquainted with the same being a firm consisting of — Wm Kirkham Michael McCoy and Edward Parker the indorsement thereon of S. Fitzhugh being in my hand writing and of Sophia Fitzhugh in the proper hand writing of Sophia Fitzhugh the petitioner in this case and whose hand writing I am acquainted with it is a renewal of an original note signed & indorsed in the same manner by the same parties bearing date before October 1856. The said original note had been renewed several times and was for my accommodation and was indorsed for my accommodation by said Sophia Fitzhugh. The said original note and prior renewals were