which they had already made a annuals thereof which might be made for the next two years I made this I have agreement with my wife Sarah Margaret Fitzhugh and in a short time thereafter to I think the Mortgage was executed.

Lenguine Fitzhugh was further examined in Chief on behalf of Sarah Margaret Fitzhugh the Solicitor for Jacob M. Kunkel objecting to his competency as a witness to testify on behalf of his Sara wife.

The Solicitor for Sarah Margaret Fitzhugh here offers in evidence and files with me a deed from Lenguine Fitzhugh to John H. Pottinger dated 30th of March 1849 and marked L.H.P. to the admissibility of which paper in evidence the Solicitor for Jacob M. Kunkel objects. The said paper being handed to the witness he deposes and says. I look upon the paper marked L.H.P. the said Sarah Margaret Fitzhugh received and inherited part of the property described in said deed by devise from her grandmother Margaret Hudson the same being Houses & Lots in the City of Baltimore and the balance by deed from Margaret Nichols. No part of the said property ever belonged to me in my own right or was purchased with any money of mine nor had I any interest in the same except by virtue of my marriage with her.

The Solicitor for Sarah Margaret Fitzhugh here files with me and offers in evidence a deed of Mortgage from John H. Pottinger as Trustee to John Johns dated 6th of January 1850 marked L.L. the same being handed to the witness he deposes and says I look at the paper marked L.L. and state that the property therein embraced is the same specified in the deed marked L.H.P. the $5000 loan from Johns specified in the Mortgage marked L.L. was negotiated for my use upon the credit of my wife's property embraced in said mortgage and she advanced to me the whole of said amount of $5000 in the following manner. At the time of this transaction William L. Peterkin held my note for $5000 which was a lien for part of the purchase money of the Catrding Estate which I had previously sold to him and he had assured to me Sarah Margaret Fitzhugh paid that note to Peterkin with said $5000 borrowed from Johns and took an assignment thereof. She afterwards advanced to me the further sum of $866.42 cents out of her seperate estate and on the 11th of December 1854 I owed to her the aggregate sum of $5866.42 cents when upon the advice of my Counsel William J. Roff Esquire and her Consent I executed to her the Mortgage marked