mother with him to make a Statement of the amount due her up to that date, I did go up and my mother with him to make a statement of the amount due her up to that date I did go up and my mother was there and in her presence, and with all her papers which she handed to me I made the Statement for her with my brother, I made it from all the books and papers of my mother and brother, It was agreed by both my mother and my brother to be a full and final Statement and settlement of the State and Condition of the account existing between them, at that time and of the amount due from my brother Peregrine Fitzhugh to her. All her papers relating to the subject matter were then destroyed at my suggestion and the paper obtained as evidence of the final settlement between them I suggested to my mother to destroy her said papers because retaining the papers of them, might lead to confusion of her mind for the future on the subject.

Cross Examination

The Witness was here Cross Examined by the Solicitor for Jacob M. Kunkel and upon being asked How he knows that Sarah Margt. Fitzhugh has a separate Estate he answers he has drawn her rent, he drew it from her agent in Baltimore whose name he does not remember Court say how many years ago it has been. has also drawn money from the Chesapeake Bank of Baltimore on her Check.

Being asked whether the paper marked "Exhibit P. F. No 3" is a settlement including the credits to which Peregrine Fitzhugh is entitled up to the 1st of June 1858 — he answers and says. It does according to my recollection it included all credits between the parties up to that time except the notes on which she was security and which she was security and which they had not paid on the day this settlement was made viz the 1st of June 1858. Being shown the paper marked Exhibit P. F. No 6 he says The whole of said paper is in the handwriting of my brother Peregrine Fitzhugh I know nothing of this paper. The transactions between my mother and my brother were so numerous — he so frequently borrowed and returned to her various sums of money that it would be impossible for me to explain statements which may have been made from time to time. Ezekiel D. Feiquson, a witness of lawful age produced on the part of Jacob M. Kunkel being duly sworn deposes and says. I sold about twenty nine acres of land to Fitzhugh & Kunkel during their Copartnership for the sum of $600. $200 of which were paid by Peregrine Fitzhugh the balance is still due Peregrine Fitzhugh made the Contract with me they said Contract is in writing and was retained by Peregrine Fitzhugh. The Solicitor for Sophia & Sarah Margaret Fitzhugh objected to the admissibility of parol Evidence to prove said Contract or the Contents of said paper. The Witness Continuing says "this land was adjoining the