3rd Int: — Did Geo Wachter assign to you the single Bills filed in this Case Marked Exhibits 3 & 4 ? If yes, state when he assigned the same, and whether he also assigned his vendors lien upon said real estate for the payment of said notes or bonds, were such assignments in writing and were they all made at the same time? —

4th Int: — Did you give said George Wachter full value for said single bills? State particularly all the facts Connected therewith and your knowledge therein. —

5th Int: Has the Defendant in this Case paid you said notes or any part of the same since they were assigned to you?

6th Int — State how much is still due you on said notes, giving the amount of principal and the amount of interest due, and also state whether said notes show the amount still due and unpaid? —

Milton G. Urner
Solr. for Complainants

Testimony

At the execution of the annexed Commission issued out of the Circuit Court for Frederick County sitting as a Court of Equity, and to us directed, empowering us to examine Witnesses in the Cause depending in the said Court between Randolph Dudrear Assignee of of George Wachter vs. Jacob H Staley, we Francis Brengle and J E R. Wood, Commissioners therein named having met at our Office in Frederick City Md. on the 7th day of January A.D. 1870, did proceed then and there, in the presence of the Solicitor for the Complainants to take the following testimony, the Solicitor for the Complainants filed with the Commissioners as evidence Exhibits Nos. 1 2 3. & 4, the Commissioners then proceeded to take the following depositions, to wit: —

George Wachter, a witness of lawful age, produced on the parts of the Complainants being duly sworn and examined to interrogatories filed with the Commissioners by the Complainants and herewith returned, deposes and says. —

To the 1st Int: — That he knows the parties to this suit, and has known them for some years, R Dudrear lives in Frederick County, Jacob H Staley lives in the State of Ohio, but he was living in Frederick County State of Maryland at the time of the bringing of this suit. —

To the 2d Int: — That he, (witness) owned the lands described in Exhibits Nos 1 & 2. and that he is the grantee mentioned in said Exhibits. —

To the 3rd Int. — That he (Witness) was the Owner of the said real Estate, and sold the same on or about the first day of April A.D. 1865, to Jacob H Staley the Defendant. —

To the 4th Int: That the said Agreement or sale was not in writing; That he (witness) agreed to let Staley have the whole tract for Twenty four hundred dollars. — That he (Staley) was to pay it in three payments, One cash, and the other payments in one and two years, said payments to Equal $800 dollars each, Interest to be paid on the back payments from the date of sale — That Jacob H Staley made the Cash payment, but has not made the others. —

To the 5th Int: — That Jacob H Staley did take possession of the said land and made the payment mentioned in the last answer, and then gave his two single Bills dated April 1st A.D. 1865 payable in one and two years from date for 800 dollars each —

To the 6th Int: That he looks at Exhibits Nos 3 & 4; and that they are the bonds of J H Staley, given for the purchase money of said land, and that no more than been paid, except the credits stated upon said bonds —

To the 7th Int: — All of these single bills are due, and all that these single