To 3rd Int. I am, the circumstances under which it was executed are, sometime early in October 1871 Mr. William Curry & Upton Stoner came to Baltimore for the purpose of arranging the matter between ourselves that is Bankard & Bros Upton Stoner Mary Bankard and Mr. Metzger about the matter of that promissory Note held by Metzger against Bankard Bros. as principals Upton Stoner and Mary Bankard as securities, Mr. Curry suggested at the interview in the presence of Mr Stoner, that we give Mr. Stoner a Mortgage of our inheritance in the home Estate that Mr. Stoner would release my mother Mary Bankard from any liability to pay on the Metzger note provided Mr. Metzger sued and obtained Judgment, Mr. Stoner would take up the Judgment and Mr. Curry would furnish the means wherewith to pay the Judgment at a trifle over 6 per cent, what we were to pay the interest to Mr. Stoner quarterly or annually promptly and at any time that we had $50. or $100. to spare we could pay it on the principal, there was no papers executed on that occasion, later in the month Mr. Curry came down himself stating that Mother Mary Bankard was much worried about the matter, that he much sympathized with her, and that we must do something to relieve her mind that if we would execute a Mortgage to Mr. Stoner he was confident it would be satisfactory to her we went that afternoon to my brother Josiahs house, he Curry drew the papers read them to myself & Brother, I told him I objected to signing the papers because he had promised there would be no foreclosure and did not state so in the document, that it took in too much scope to suit me, he further stated that Mr. Stoner who was a relation of mine and I your old school-teacher what I promise you will surely be done, that is that there would be no foreclosure, as long as the interest was paid, Mr. Stoner assented to this, the next morning we executed the paper.

To 4th Int. It was written by Mr. William R Curry at my brother Josiah's house at the instance of Messrs. Stoner & Curry, Stoner was not present at the time however.

To 5th Int. Yes Sir, William R Curry, the representations were the same as in my answer to the 3rd Interrogatory.

To 6th. Int. I know her, she is my mother, in her 74th year, and for twelve months has been in very poor health.

To 7th Int. I know it, it is a farm in Liberty District, 225 Acres or thereabouts, the quality is principally good, it is worth at the lowest estimate $15.000, my father was offered in 1869 or 1870 a trifle over $15.000 for it.

To 8th Int. No demand was ever made of me for payment of said debt

To Cross-Interrogatories filed with the Commissioner by the Complainant and herewith returned, the said Dennis Bankard deposes and says to the 1st C Int. Do you mean in your answer to the 3rd Interrogatory to say that there was to be no time whatever when the Mortgage should be foreclosed if the interest was paid punctually.

Ans. There was a time, they would wait until mothers death and collect it out of the estate.

2nd C. Int. If the time when the Mortgage should be foreclosed was as stated by you. at your mothers death why was not the same expressed in the Mortgage.