Ans. That was one of my objections when I remarked it took too wide a scope, and did not cover what he promised.
3rd C. Int. You signed the Mortgage knowing what it did cover did you not.
Ans. Yes Sir.
4th C. Int. Was the interest due Stoner from Bankerd Bros always promptly paid up to the filing of this Bill.
Ans. I never paid him any interest from the fact that suit was instituted in this case shortly after they paid the judgment to Mr Metzger, no demand for interest was ever made.
5th C. Int. The Mortgage was executed in 1871, was it not. Did you not by the verbal statement made with Curry, agree to pay the interest on the money from the time Stoner paid Mortgage the note annually or semi-annually.
Ans. Annually or semi-annually as we might elect.
6th C. Int. Were you not to pay the interest on the note in question annually or semi-annually from the time of the execution of Mortgage.
Ans No Sir.
7th C Int. When were you in the conversation with Curry to begin paying interest.
Ans. From the day of the date of which they paid the judgment to Metzger.
8th C. Int. When you made the Mortgage in this case was the same read over to you.
Ans. Yes Sir.
9th C Int. You say Curry was the Agent of Mr Stoner, how do you know this.
Ans He transacted the business and said at the first interview, that he got Mr. Curry to try and fix up this business for him.
10th C. Int. You say that Mr Curry said that Stoner would release Mrs Bankerd from any payment on this Note, did he say that in his opinion this Mortgage would secure Stoner so that Mrs. Bankerd would not have any call for the money.
Ans. He did not state it that way.
11th C. Int. Give the exact language used by Curry on this point.
Ans. That Mr Stoner would give his individual Note secured in this way to Mr Metzger if it could be so arranged prior to the suit by Metzger to recover the note and destroy the note with Mrs. Mary Bankerds name on it, in case they sued Mr. Stoner would pay the amount of Metzgers Judgment and we would pay the interest on the Mortgage from the date of the payment of the Judgment.

Josiah Bankerd, a witness of lawful age produced upon the part of the Defendants being duly sworn and examined to Interrogatories filed with the Commissioner by the Defendants herewith returned deposes and says to the
1st Int. What is your name age and place of residence.
Ans My name is Josiah Bankerd, my age 40 & I reside at No. 131 Pine Street Baltimore Maryland.
2nd Int. Do you know the parties to this suit, and if yea how long have