

or not said farm has been sold or any efforts to sell the same been made by Thomas Johnson.

Jno. Ritchie  
Solicitor for Compl't.

Tedimony

Egza M. Thomas, a competent witness produced by Complainant being duly sworn testifies as follows, to special

1<sup>st</sup> Interrogatory. "I have known both the parties for over thirty years" To the

2<sup>nd</sup> "I have been acting under the power of Attorney (now produced and filed as Exhibit No. 1) for Edwin M. Johnson since April 27<sup>th</sup> 1868 in the controversy between him and Thomas Johnson that this suit is about and have always been since recognized and treated by Thomas Johnson as acting for Edwin with full authority." To the

3<sup>rd</sup>. "I look at the written instrument filed with Commissioner as Exhibit No. 2, it is a correct copy of the original passed between Deft and myself and now held by Mr. Ross." To the

4<sup>th</sup>. "I look at the instrument filed with Commissioner as Exhibit No. 3, I know the handwriting of the signatures thereto, they are the signatures of Thomas Johnson and myself signed by us." To the

5<sup>th</sup> "It grew out of and referred to the matters in controversy between Thomas and Edwin Johnson as mentioned in the receipt filed and admitted as Exhibit No. 2 and the business the receipt was about." To the

6<sup>th</sup>. "All the matters in dispute between Thomas and Edwin Johnson were referred by Thomas Johnson and by me as Attorney for Edwin to Andrew Kessler and Abraham Kemp for settlement as our agreement states and we went before them and they acted and made the award of thirty dollars on the articles of property in dispute for Thomas Johnson and annexed it to our agreement as it appears." To the

7<sup>th</sup> "The value of the articles allowed for by the award calculated with what was still unpaid of the Cash installment five hundred dollars mentioned in the agreement between Thomas and Edwin of April 6<sup>th</sup> 1868, made the balance still due from Thomas Johnson on that first installment One hundred and fifty dollars and for that amount Thomas Johnson gave me his promissory note on the 19<sup>th</sup> of January 1869 payable sixty days after date with interest." To the, 8<sup>th</sup>. "I look at the paper filed as Exhibit No. 4 with Commissioner, it is the note given me by Thomas Johnson, I brought suit on it and got judgment by default in the Circuit Court for Frederick County and Mr. Thomas Johnson has paid it." To the

9<sup>th</sup> "I know the farm, have lived near it for many years, Edwin M. Johnson had been on it and farming it for about thirteen or fourteen years prior to the 6<sup>th</sup> of April 1868 and after the agreement between him and his father of that date Edwin delivered possession of it to his father Thos. Johnson who has had the control and enjoyment of it ever since" To the

10<sup>th</sup>. "I repeatedly demanded payment of the installments of One thousand dollars each and that he should sell the farm to meet them, of Thomas Johnson before the bringing of this suit." To the

11<sup>th</sup> "He has never settled anything but the first or Five hundred dollar payment, and has not sold the farm, which is very desirable and salable property, I understood he did advertise it once about May 1869 but he has made no sufficient effort according to usual course,