

testimony, to wit: - The Complainants filed with the Commissioner as evidence "Exhibit No. 1," which is herewith returned by the said Commissioner.

Leonard P. Waesche, a witness of lawful age, produced upon the part of the Complainants, being duly sworn and examined, interrogated, filed with the Commissioner by the Complainant and herewith returned, deposes and says, to the,

1st Int: Are you or not, acquainted with the parties to this suit? If you are you one of them?

Ans: I am sir, I am one of the Complainants.

2^d Int: What business relations did the Complainants in this cause sustain with reference to each other? When did the Partnership begin? and are they still in Partnership, and if not, when did the Partnership terminate?

Ans: The Complainants were partners doing business under the name of Waesche, Bros & Co. - The Partnership began in the Spring of 1870. They are not still in Partnership - The Partnership terminated in the Spring of 1873.

3^d Int: Did you or not, as a member of said Partnership, make any contract with the Defendant John M. Sefton, in regard to the building of a house?

If you, state fully that contract, and whether or not, the same was in writing?

Ans: I did in behalf of the Partnership and as a member of the Partnership - The contract was not in writing - In the Spring of 1871, John M. Sefton presented me with a book in which was a design for a house which he asked me to make out a bill of the cost of the same - I did so - and the bill amounted, I think, it was somewhere in the neighborhood of \$2,000 or \$2,100 - He told me that it was too high for him and asked me to make out another bill leaving out the foundation and plastering, which he said he had a team that could do the hauling for that, and could also trade wood to have the plastering done - I made out a second bill and it amounted to \$1,700 - Then we went on a lot, which I own, near the Rail Road Bridge, on the Turnpike and there he agreed with me to give me the above amount \$1,700 - if I would take the amount of \$600 - out in hauling, which I agreed to - he Sefton agreeing to do all the hauling from the yards and factory to the house free of charge. I agreed to put him up a front porch to the house, upon a plan that we then agreed on, for the sum of \$50 - That contract for the house for \$1,700 - was made and closed before the contract for the porch was made - Before we separated I made a contract to put a front porch for him for \$50 - which contract was separate and distinct from the contract to build the house - I think this was the entire contract, except we did not agree upon the price of hauling there and there.

4th Int: Did you or not, afterwards agree upon a price to be allowed for the hauling? If you, when, where and what was it?

Ans: I can't tell exactly. Probably three or four weeks or a month - We made that contract on Col. Rogers' farm; I purchased a lot of wood from Rogers and Sefton was to have \$1.50 a cord for hauling said wood from the mountain lot to the factory, and \$6 - per day for other hauling - He was to provide the team and a