

Ans: I don't know if he was present. I think not. Mr. Fogle was never consulted by me about it. I was to collect the rent for her and never consulted him about it.

7th. C. Int: Was there any understanding between you and Fogle and wife, as to whether you were to rent out the property and apply the rent to the Mortgage debt?

Ans: Before I took the Mortgage up, it was the understanding that I was to appropriate the rents I might receive, over and above the expenses, they might need, to the payment of the Mortgage. They were to pay the Mortgage in two years from when I took it up, and they have never paid me any money on the Mortgage.

8th. C. Int: You said that Mrs. Fogle rented the property to John Eyles. Did not you, as his landlord for that year, distrain him for rent due you as such for said property? If yes, how much did you distrain him for?

Ans: I did distrain John Eyles, as landlord for rent due for rent from 1874, up to April 1875, for the sum of fifteen dollars (15⁰⁰). The officer in whose hands the distraint warrant was placed, made a default in executing the same. I then placed the matter in the hands of Mr. J. J. Nelson, Attorney at Law, to see if the money could not be made out of the Office. Mr. Nelson, considering the liability of the Officer to be doubtful on the papers, compromised the matter with the Officer, the sum of seven dollars and fifty cents (\$7.⁵⁰). The distraint was issued after the expiration of the lease - Eyles left the premises after the expiration of the lease.

9th. C. Int: What became of the balance of the rent money for that year?

Ans: Eyles gave me his note by the consent of these parties, with his brother Amos Eyles as security. I brought suit and got judgment on the note. The judgment is now in the hands of Esquire Unkefer, and he has not, and I have not collected it. I don't know whether the judgment is good or not. I know that John Eyles is good for nothing; I have heard that Amos Eyles has some interest in his mother's estate after her death, but I don't know whether he is good for anything.

10th. C. Int: At the time of the execution of the note to Mrs. Fogle by Smith, or prior to it, was there any understanding between you and Mrs. Fogle in reference to it? If yes, give it all in detail?

Ans: I told her Mr. Smith had the money to pay the rent and she had better settle with him. She settled with him and took his note. Smith, at the time, had left the property. This year was out on the 1st of April.

11th. C. Int: What was the consideration paid by you for said Mortgage?

Ans: I paid the full amount of it with interest added, about one hundred dollars (\$100), a few cents more or less. I bought the Mortgage at the instance of these parties, as Wagner intended selling the property.