

No. 4411 Equity.

Ans. I had, it was last July, I think; I asked "where James"; she said, "he's in Fredericks, and I thought you were there too. That case of yours and Rowe's is up"; I told her I didn't know any thing about it; she asked me then, "how much my claim was"; I told her, "the note was for fourteen hundred and forty-one dollars, (1441 \$.) with interest on it for some years"; she said, "some one told her it was about three thousand dollars, (3,000 \$.)" I told her "it was not that bad"; she said, "if they would give him time, he would pay all his debts"; I asked her, "whether she knew James, owed me for lime"; she said, "she did"; I'd been there and she asked Jim what I was there for and he said, "he owed me something".

3rd Int. State any further conversations you had, if any, with said James A. Crudorff, in regard to said claim, or the settlement thereof?

Ans. I saw after him two or three years, before I could get him to give me a note in settlement; in a conversation before he gave me the note, I asked him for the money; he said his father-in-law's estate wasn't all settled up yet; he had a law suit pending, and then he showed me two notes for four thousand dollars (4,000 \$) each, from his brother-in-law, Josephus Crudorff, with Jacob Gacharias and Cyrus Schweigant, as sureties thereon, payable to said James A. Crudorff; he offered me one of the notes to pay me my account, and I was to pay him the difference between my claim and the note; he told me then that I would have to sue, if I took that note; I told him I couldn't take it unless he allowed me five percent discount, as I would have to pay five percent for collecting it; I went to see him again about five or six weeks afterwards; he told me he had given it out to a lawyer at Westminster, Bangardner, I think, and told me he was to collect it for one percent; he said, "I asked him too much discount"; there was no credit on one of said notes.

Testimony of
John R. Steiner

4th Int. Was, or was not, Mary E. Crudorff aware of the existence of your claim prior to the execution of the deed to her?

Ans. She was; once she said, before the execution of the deed, "Exhibit No. 7," "I reckon we will have to sell the land to pay for the lime"; we were at the house situated on the Hyrum tract; she pointed to the land across the creek, and said "that Rife property, my money paid for, or my money paid for it, and I reckon I'll have to sell it to pay your claim for lime".

Eugene S. Rowe, a witness of lawful age, produced upon the part of the complainants, being duly sworn, and examined to Interrogatories filed with the Commissioner by the complainants, and herewith returned, deposes and says,

Testimony of
E. S. Rowe

To the 1st Int. How did James A. Crudorff pay off the mortgage on the Hyrum tract held by Mrs. Lilly, as spoken of by in the testimony in this cause?

Ans. He paid me by giving me his own check for eight hundred dollars, (800 \$) on some bank in Westminster, Carroll county, Maryland, "The Union National Bank"; I think, I drew the money on the check, and paid Mrs. Lilly the amount of her mortgage claim out of it, and subsequently gave James A. Crudorff the balance.

2nd Int. Whilst the debt of George W. Rowe & Son was being contracted, who was in possession of the real estate mentioned in this cause, and who claimed