

by deed dated on the 24th day of March, 1920 and recorded in Liber No. 331 at folio 247, one of the land records for said Frederick County, the Farmers Supply Company then sold to the Miller Construction Company the strip of land eighty feet off the broad end of the triangle.

We received two checks by mail one signed by the Miller Construction Company and the other my A. L. Hepler.

the contract was entered into on or about the first day of June, 1931, and we furnished the materials at intervals from June 8th to July the 30th, 1931 and we allowed for some returns of materials later, and on the 29th day of January, 1932, we filed our Mechanics Lien with the Clerk of the Circuit Court for Frederick County, Maryland, which is herewith filed.

The materials furnished by us were used in the erectio n of the two buildings described above and we have been paid the sum of \$581.41, on this account in two checks, one for \$168.89 and the other for \$412.52, leaving an unpaid balance due from the Miller Construction Company to the firm of William F. Cover and Son.

To the general interrigatory.

That is all.

Carroll W. Cover

Albert S. Bitler, a witness of lawful age being produced on the part of the complainants, and being duly sworn deposes and says.

My name is Albert S. Bitler, aged 57 years, reside at Walkersville, in Frederick County, Maryland, and am the manager and treasurer of the Farmers Supply Company of Walkersville.

I know the two buildings mentioned in these proceedings the dimensions of the larger building is forty by eighty feet and one story in the rear and two stories in front, the two story part is about twenty-four feet in depth and extends across the entire front of the building or forty feet.

These building are erected on a lot of land sold by the Farmers Supply Company to the Miller Construction Company, the deed for this lot was executed some time in July of 1931, I saw the deed after it was executed by the Farmers Supply Company, and I delivered the deed to a Mr. A. L. Hepler, when he gave me the check for the lot.. We had a written contract with the Miller Construction Company, which I am filing herewith.

Albert S. Bitler, Treas.

WHEREUPON there being no other witnesses to be examined and no further time required for the taking of testimony in said cause, the said Examiner hereby certifies that the foregoing are the depositions of the respective witnesses, as the same were read over and subscribed to by them, and I herewith return the same enclosed to the Court, this 5th day of November, 1932.

Witness my hand and Seal.

D. Princeton Buckey (SEAL)  
Examiner.

Costs of foregoing depositions:

D. Princeton Buckey, Examiner's fee - \$4.00

Certified to:

D. Princeton Buckey  
Examiner.

Additional testimony ~~taken in~~ the above entitled cause on the 3rd day of December, 1932.

John L. Beall, a witness of lawful age produced on the part of the complainant and being first duly sworn, deposes and says:

Mr. name is John L. Beall, I am 40 years of age, I reside in Frederick City, Maryland, and am engage in thereal estate business, with about seven years experience. I have sold