

memorandum of the purchase of the land, which this deponent understood was the paper marked A, before referred to; and that Mr. Henderson and General Lingan both told this deponent they had done their business very loosely; that they had great confidence in each other; that the deponent understood from Mr. Henderson, that General Lingan had given him a deed for the property, and this memorandum was the only paper he had given as evidence of the purchase.

*4th Cross-Interr.* Do you know how General Lingan came to make a deed, and have dower relinquished; is it not usual in Maryland to give bonds of conveyance when land is sold on credit?

*Answer.* That he did hear some reason given for making the deed, but he can't say now what that reason was; it was, this deponent understood, to answer some good purpose to Mr. Henderson; it is usual to give bonds of conveyance where land is sold in Maryland on credit.

*5th Cross-Interr.* Have you any knowledge of General Lingan's drawing supplies for his family provisions, his hay and feed for his horses from the mill and farm during the eight years of the partnership, from 1798 to 1807?

*Answer.* That General Lingan drew hay, whiskey, flour, poultry, and perhaps other things that he wanted, from the mill and farm during the partnership; that this deponent does not know how long the partnership continued; that wheat was purchased at the mill; and that this deponent has been told by Mr. Henderson, that General Lingan furnished funds to pay for it.

*\*6th Cross-Interr.* From your knowledge of the land when Mr. Henderson moved on it, could there be any reasonable prospect of ever paying for it from its products. **245**

*Answer.* That he cannot say from his knowledge of the land whether there was or was not a reasonable prospect, when Mr. Henderson moved on it, of paying for it from its products; he thought the land was good land for that part of the country; it required improvement before it could be cultivated to advantage.

After the examination of the witness was thus closed, the solicitor of the defendants filed with the commissioners the following objection: "On the part of the defendants so much of Mr. Waring's deposition as goes to prove, by the parol declarations of John Henderson deceased, any promise or acknowledgment concerning the purchase money of the land in question; especially in so far as it goes to contradict or explain the receipt of J. M. Lingan on the deed for the purchase money; or the complainant's Exhibit A, referred to in said deposition, (purporting to be said John Henderson's receipt for the deed, dated June 10th, 1807,) is objected to as inadmissible, as well under the particular provisions of the