

\$1,000 Tide Water money, nearly par at that time. Guthrie said that was not sufficient. I then borrowed from Calvin Blythe, Esquire, his note for \$600, and also a draft for \$600 drawn by Calvin Blythe, Esquire, on me in favor of O. F. Johnson, Esq., and endorsed by him, which said note and draft I loaned to J. T. Guthrie, for the benefit of the bank, to raise money to pay her indebtedness to the Washington County Bank. Guthrie pledged with Mr. Abbott, of Philadelphia, the note, draft and Tide Water money, which he promised to return to me in a short time; which said note, draft and Tide Water money has since that time been repeatedly demanded at the bank by me and my attorney, and was refused up to the 1st of November, 1842, it being at the time of no value, the note and draft is still in the possession of the bank, and not handed over.

I have never borrowed or applied to the bank for any discount since my connexion with her. I purchased a check from Elder & Co. for \$500, drawn by C. C. Murray on the Farmers and Millers Bank of Hagerstown, in favor of S. B. Hickcox & Co. marked good by J. T. Guthrie, cashier, which was repeatedly presented to the bank and payment refused, said check was made payable the 20th of September, 1841, and was not settled until November, 1842, then settled by \$100 cash, a draft on the Farmers and Millers Bank for \$192.50, drawn by J. T. Guthrie in favor of J. S. Pollard, president of the bank, and accepted by Mr. Clarkson, Esq. as cashier, payable on the 1st of February, 1843; and also a draft drawn in the same manner for \$242 $\frac{5}{10}$, payable on the 1st of March, 1843. I also held a certificate of deposit for \$500, purchased from P. C. Sedgewich, signed by J. T. Guthrie, cashier, and dated September, 1841, which when presented for payment at the bank was refused and protested. Suit was then brought against the said bank by Alexander Neill, Esq. for the recovery of the money—nothing further was done until the first of November, 1842, when I determined to take a different course, and informed the bank through my counsel that a scieri facias would be issued against the bank if she would not settle both the above claims; the one was then settled as I have above stated, and the other they proposed to settle by paying part in cash, and give a judgment payable on the 5th of Jan., 1843, for the balance. There is at this time a certificate of deposit in my favor for \$500, payable in the Citizens' Bank of Baltimore, dated September 11th, 1841, signed J. T. Guthrie, cashier of the Farmers and Millers Bank of Hagerstown, which was protested at the Citizens Bank of Baltimore for the want of funds (so says the Notary Public) which still remains unpaid. Also a certificate of deposit signed J. T. Guthrie, cashier, for \$500, payable to my order, which has been protested and is still unpaid. October, 1841, I purchased from J. T. Guthrie \$1,000 of Williams Valley Rail Road and Mining Company stock, for which he gave an order on the Farmers and Millers Bank. The bank then agreed to transfer the stock, but have since