[illegible] himself better - that which seemed to press upon his mind more than anything [illegible] wished to make Dr. Sedwick his administrator after he wished Dr [illegible] to be his executor he expressed a hope that Dr. Sedwick and witness would take care of Jane and child. To the 5th interrogatory answers I do not know anything about Mr. Gray and do not recollect seeing him there.

To the 6th Interrogatory answers I can not say that I heard him propose any particular alteration except to make Dr. Sedwick his administrator and this he frequently and particularly spoke of this it seemed to press upon him. I have frequently heard him before his last illness speak of making this appointment in his will and say that Dr. Sedwick would suit better than him, the witness because of witness age.

To the 7th Interrogatory answers through Joshua Sedwick request ever since 1826, he was frequently ill, he was always at his brothers request, attended him when he was sick. To the 2d. Interrogatory answers I had opportunities of knowing his feelings and they always appeared to be very kind.

To the 4th Interrogatory answers, yes he was his family Physician and has ever been since he commenced the practice of Physic his feelings towards John A. Sedwick were very good indeed, always so far as ever came to my knowledge and so far as he expressed himself to me. The said witness being cross examined upon interrogatories filed by the counsel for the leaveators which as follows to wit:

Cross Interrogatories to James C. Sedwick - 1st. How long did the illness of which the said Joshua Sedwick died last? 2d. What was the disease of which he died? 3d. Did he or not appear to suffer much at times, and considered himself in great danger. 4th. Can you say he frequently stated his wish to make some alterations in his will. Did or not the conversations with you on this subject severally take place immediately after he had waked up from sleep. 5th. Can you recollect any alteration in particular that he wanted to make other than to appoint Dr. Sedwick his Executor. 6th. Did or not the said Joshua in conversing with you frequently complain of weakness? 7th. Did or not his voice frequently fail him on that occasion? and was he not prevented thereby from continuing such conversation. 8th. Are you or not the defendant in the judgment recovered at the last Calvert County Court, recovered by Joshua Sedwick's administrators against James C. Sedwick?

To the first interrogatory answers his last illness about ten days. I am not a Physician and do not know, but he had taken a bad cold, and old age together caused his death, he did not appear to suffer much he did consider himself in danger but expressed a hope he should get over the storm.

To the 4th Interrogatory answers he would speak of these things sometimes after waking up and sometimes after being awake a long time, he did not speak of it as a dream, he spoke of the same thing frequently before he was sick. To the 5th Interrogatory answers he cannot. To the 6th Interrogatory answers he did, that was the very cause he did not make the alteration in his will, as he expressed himself. To the 7th Interrogatory answer he made a great many pauses, in his statement he appeared to be filled up with some kind of feeling which witness could not tell, and afterwards would go on and would then come out strong and repeat the expression. To the 8th Interrogatory answers. He was.

Additional interrogatories filed by the counsel for the leaveatees which is as follows to wit: 1st. Did or did not Joshua Sedwick say distinctly

during his last illness, that as he thought he had not strenght to make the additional arrangements to his will, that he would let his will stand as it was?

2d. In your answer to the third cross interrogatory you state that Joshua Sedwick expressed a hope that he would get over the storm. Did he or not then say that he would make an alteration in his will, if he recovered and, what was the alteration he purposed to make in that event. To the first additional interrogatory answers he did say so, to the putting said question the counsel for the leaveattors, objected, he answers, subject to said objection.

To the 2d. add'l. Int. answers, he said if he recovered he would have it down in black and white according to his own notions, but sooner than begin it unless he could finish it, he would let his will stand as it was. The counsel for the leaveators filed the following three deeds - which is in the words following to wit:-

This Indenture, made this eight day of October in the year of our Lord one thousand eight hundred and seventeen between Daniel Rawlings of Calvert County in the state of Maryland of the one part and Joshua Sedwick of the County and State aforesaid of the other part witnesseth that the said Daniel Rawlings for and in consideration of the sum of three thousand four hundred and fifty three dollars current money to him in hand paid by the said Joshua Sedwick before the sealing and delivery of these presents the receipt whereof he the said Daniel Rawlings doth hereby acknowledge and from every part and parcel thereof doth hereby acquit exonerate and discharge the said Joshua Sedwick his heirs executors and administrators he the said Daniel Rawlings hath granted bargained sold aliened enfeoffed, and confirmed and by these presents doth grant bargain sell allen enfeoff and confirm unto the said Joshua Sedwick his heirs and assigns all that tract or parcel of land called and known by the name of Buttons Loss and Solomon Thomas, that was willed to me by my father Daniel Rawlings lying in Calvert County and on the East side of Saint Leonards Creek beginning for the aforesaid tracts or parcels of land at a stone it being an original boundary of a tract of Land called Blagetts Design and running from thence South thirteen degrees west forty four perches then South thirty eight degrees west thirty two perches then South forty six and a half degrees west sixty perches to a Locust then north twenty nine and a half degrees west forty eight perches then South seven degrees east thirty perches into a Valley of a cove called Witches Cove then north thirty eight degrees west twenty two and a half perches to the head of a branch of said Cove then and with said branch to Witches Cove then down and with said Cove to Saint Leonards Creek then up said Creek to the mouth of a Cove called Henley's Cove then up and with said Cove to the mouth of a branch called Thomas branch then up said branch to the head thereof then with a straight line to the beginning containing and now laid out for two hundred and eighty eight acres of Land. To Have and to hold the aforesaid land and premises with its appertenances unto the aforesaid Joshua Sedwick his heirs and assigns forever and the aforesaid Daniel Rawlings doth further covenant and agree to and with the aforesaid Joshua Sedwick to warrant and forever defend the aforesaid land and premises with its appertenances against the lawful