

Q. Have you any agreement with the Boston Piano & Music Company to reimburse you for any expense that you might go to in connection with the collection of this paper?

A. I have not.

Q. Have you had these notes, Judge Byington, in your possession since you took it when it was originally transferred to you?

A. I had up to the time that they ^{were} sent on for collection.

Q. Has the debt for which this note was given as collateral been paid?

A. It has not.

Q. How much is still due on it?

A. The entire amount is due. The note was renewed.

Q. You have other paper on deposit, have you not, which you are holding as collateral with this paper for the balance due?

A. Yes.

Q. Do you know about how much that is?

A. For this note?

Q. For that Five Hundred Dollar note.

A. Well I should judge it is Six Hundred Fifty or Seven Hundred Dollars, probably Seven Hundred Dollars.

Q. You are the O. A. Byington who took Mr. Main's acknowledgment to the bond given by the Boston Piano & Music Company guaranteeing the performance by the company of the contract in connection with which the notes sued on in this case were given?

A. I am.

Q. You knew when you came into possession of these notes, did you not, that this bond was given to guarantee an assurance of trade to the maker of the notes?

A. I knew this in a general way but had never gone into that matter in detail.

Q. Were you employed to prepare or assist in preparing the form of the bond used by the Boston Piano & Music Company in cases such as this?