about these Judgments, when this Deponent informed said Stone, that sooner than the lands should be sacrificed, he Deponent would raise the Money to save it, when said Stone replied he had made arrangments to raise the money to pay off these judgments, that he might petition the Chancery Court and bring the lands fairly in the Market, That he does not recollect that he told Mr Stone, that he would raise the money for the benefit of Mrs Hawkins or the minor that this Deponent communicated to said Stone he was apprehensive, if the land was sold, it would be sacrificed, in which event, he this deponent would be greatly injured by reason of his liabilities for said Hawkins, this last mentioned conversation between Deponent and said Stone took place during one of the periods when the land was advertised for sale and previous to last August Court, That this Deponent and said Stone conversed upon the subject of the renting of the land, he Deponent insisting that he had the right to rent it, after the death of said Henry S Hawkins and said Stone contending the right to be vested in the heir, not agreeing, a reference was made which was approved of by said Stone, who promised to consult Mrs Hawkins.

Question – By Objectors – Did you mention to William B Stone that you thought there were two dower rights in the land in question

Answer – That a few days before the sale in a conversation with Doctor Hawkins, the Doctor wished to know whether Deponent intended buying the land, the Deponent replied No: that he was unable to do so, The Doctor then expressed a fear that it would be sacrificed, to which the Deponent replied that had no such fears. That Mr Stone had paid the money due on the Executions levied on the Land; when Deponent came to Port Tobacco on the day of Sale. Mr Stone and several other persons were on the public square, one of whom observed that Deponent had lost the land, The Deponent replied that he had lost nothing, he being unable to purchase, and if able should not be willing to purchase lands so much incumbered as that in question, and mentioned that the lands was incumbered by the rights of two widows in the land and Miss Hawkins had a right in the dwelling house during her single life, Mr Stone then observed that Miss Hawkins had no such right, that Miss Hawkins was entitled by Smith Hawkins Will to a genteel support to be paid by Mrs Smith Hawkins, but that she had no lien on the land except in the event of Mrs Smith Hawkins, failure to comply with the provisions of the will, afterwards, and before the sale, in a conversation with Mr Stone, said Stone asked the Deponent if he would not buy the land; to which this Deponent replied that he did not wish to buy, but that he wished to make the land sell so as to secure the Claims, for which the deponent was responsible, and expressed his fears to Mr Stone that there would be no purchasers, in which fear Mr Stone concurred, The Deponent then asked William B Stone, in case he Deponent should bid for the land, and it should be stricken off to him what would be the payments, He answered that the money made on the Executions would be required at Christmas and the residue at March Court, and when the land was offered by the Sheriff, the same terms were made known, Deponent thinks by the Sheriff to the bidders generally, The land was stricken off to Mr William B Stone for the sum of twenty one Hundred dollars, five or six other persons were bidders for the land viz

William Lloyd Capt John B Wills, William Thompson John A Matthews and the Deponent, when the Sheriff was about to make his returns, on the executions Mr William B Stone requested him to make the entries as sold to John B Wills and William Thompson but the Sheriff refused to do so, and made the same sold to William B Stone for the use of John B Wills and William Thompson, William B Stone at that time asked Deponent why he had not bought the land The Deponent replied that he had not the money, William B Stone then observed that he could have made the arrangements for the Deponent about the purchase money, on the same evening in a conversation with Mr Wills on the subject of the several incumberances on the land. The Deponent mentioned the right of Mrs Henry S Hawkins, Mr Wills observed that Mrs Henry S Hawkins had no dower right in the land, and if she had any, it was only in that part of which Henry S Hawkins, died possessed, afterward in a conversation with Capt Wills, he stated he had never advised with any person on the subject of Mrs Hawkins dower, but formed his opinion on knowlege of some former case a few days afterwards in a conversation with Mr Stone, he informed this Deponent, that he had informed Mr Wills that he, Stone, was under the impression that Mrs Henry S Hawkins had no dower right in the land in question, But that he Stone had not examined into the subject, and therefore referred said Wills to other counsel, Mr Stone informed this Deponent, that he had informed Mrs Hawkins that the land must be sold; that he beleived that the land would not sell for enough to pay the debts, and stated to the Deponent that on an examination of the papers he did not beleive that there were more than six or seven Hundred acres of land The said Stone further stated to this Deponent, that he did not consider himself the agent of Mrs Hawkins in the sale of land, This Deponent then replied, that he had always been under the impression that Mr Stone was the agent of Mrs Hawkins and was under that impression at the time of the sale –

Question by objectors – Would you have bid more for the land had you beleived that Mr Stone was not acting as agent of Mrs Hawkins; To which the Deponent answered, that he would have bid more, because he beleived the land worth more; and had he known that the land was not incumbered with the dower of Mrs Hawkins, He the Deponent would have bid two or three thousand Dollars more –

Question by Nicholas Stonestreet Esq – Did you not tell Mr Stone or Others, that if the land sold for one shilling more than the incumbrances, it would be as much as it was worth, To which the deponent answered in the negative –

Question by the Court – Did you know on the day of the Sale that the executions were endorsed for the use of William B Stone –

Answer – He did, from hearing William B Stone inquire at the Clerks office, if the endorsements were made, on the day of sale, before the Sale took place –

Question by Nicholas Stonestreet Esq – Did you hear Mr Stone declare or proclaim, while the sale was going on, that the sale was a bona fide sale & urging persons to bid –

Answer – He did not –

Question by Walter H I Mitchell Esq – Did you or did you not state on the day of sale in second advertisement, that if the land sold for