at last August Term as a Court of Equity for the sale of the whole of Hawkins: Real Estate in parcels, and it was agreed that said Stone was to prepare the papers and obtain a decree in the early part of said Court, if practicable — At August the Court did not meet & Deponent felt himself released from his agreement then entered into, the lands were again at the instance of the Deponent advertised for sale once or twice without being offered by the Sheriff, and was directed by Deponent (in one instance he remembers) to be postponed, there not appearing a sufficient number of persons to bring about competition they were again, at the instance of Deponent, advertised by the Sheriff for sale, with instructions to give nearly thirty days notice, that the notice might be generally, about two weeks before the day of sale, the said William B Stone called on Deponent and paid him the full amount of Judgments, which amounted as well as Deponent recollects to between 450 and 500$ alleging that the payment was from his Stones funds & desired that the Judgments be endorsed for his Stones use, which was immediately done by Deponent, as Deputy in the office of John Barnes Esquire Clerk of Charles County Court on the Docket in said Stones presence, Deponent was not present at the sale nor does he know of any thing of his own knowlege, which transpired there on that day, nor was he represented at said sale by any person acting under authority, In my conversation with Doctor Hawkins & Mr Stone about obtaining a decree for the sale of the land, Deponent stated as well as he recollects, if the land was sold under the Venditioni Exponas: issued in this case, they must be sold in a body & consequently would sell at a reduced price, Deponent has been on the lands, but does not know particularly the location or lines of the several parcels, Saturdays Work is detatched from the main body of the lands, In my conversation with Mr Stone, I stated to him it was necessary, the lands if sold by the Sheriff should be sold in a body and was induced to do so, with a knowlege or belief of the liens and incumberances thereon —

Test John Barnes Clk of
Charles County Court

Jany 26th 1833

William B Stone, a witness produced on the part of the purchasers being duly sworn in open Court deposeth and saith "that late in the fall or early in December 1831, I was called on by Mrs Hawkins and requested to attend to her administration business, arising in the settlement of her brother William Boskin Smoot, and her husband Henry S Hawkins Estates, Mrs Hawkins was the widow and entitled to her dower in these lands both estates I was informed were much involved, the Letters were granted and property appraised, and sales ordered by the Orphans Court, by my advice and aid, and with the entire approbation of Mrs Hawkins, These sales were upon a credit of six Months & took place in January 1832. prior to the sales, I found in the house of Mrs Hawkins an advertisement by the Sheriff of the whole real estate of Henry S. Hawkins, that advertisement was handed to me by Mrs Hawkins and my advice asked, having sought the requisite information, for I had never heard of the Fifa's untill I saw the advertisement. so as to be informed that they came into the Sheriff hands and were levied prior to Henry S Hawkins death, I informed Mrs Hawkins, that nothing could be done by me, except to intreat postponement of the sale, untill I could examine the condition of the Estate, Mrs Hawkins, also stated to one prior to the sale, that she was indebted to Mr Fenwick, and for part of the purchase money still due for her brothers land, that Mr Fenwick had sued her & the debt was long standing, That Thompson Edelin & Co had a Judgment & claim of long standing against her. and that her brothers land, was of great importance to her, that she intended

to break up housekeeping & sell property to pay these debts, that she believed Col Cox had a large amount of funds due the estate in his hands, and that she had some personal property, a young Mare, three oxen, a few cattle household & Kitchen furniture to a small amount, my impressions are, I advised Mrs Hawkins not to sell this property at private sale as intended by her, but to have them sold at the sale of the property of her late brother and husband, but whether I advised a sale or not I will not be positive, but Mrs Hawkins concurred in the propriety of the advice, These sales took place on a credit of six Months, Mrs Hawkins gave me, a list of such property as she wished sold, she also informed me about the time of the sale, that a negro Man part of William Boskin Smoot, property was in possession of John W Smoot, bought by him for some small amount, and was held by Smoot redeemable upon paying the amount, but that several efforts had in vain been made by her to settle with Smoot, and redeem the Negro, whether I volunteered to settle this matter or consented to do so at the request of Mrs Hawkins I cannot now say, but I did undertake the matter, for this Negro was part of William Boskin Smoots property, and paid Mr J W Smoot about 120 to 140$ the amount of his liens, out of my own funds, and with the approbation of Mrs Hawkins sold said Negro to John T. Dyson on credit, the money for said negro was paid by Dyson some time in the latter part of the Spring or Summer and after deducting the amount paid to Smoot, paid over to Mrs Hawkins, at an early period after the sale, I called on Col Cox for settlement ~~stating that~~ of his & Henry S Hawkins affairs, this was postponed from time to time, till some time late in the spring or summer, by Col Cox stating that he wished to get his account drawn off by some person acquainted with the business, I think he mentioned one of the young Mr Latimers or Mr Duckett, the account at length came, and by it Henry S. Hawkins appeared to be debtor to Col Cox, this together with the account, I communicated and delivered to Mrs Hawkins for her examination, I had at an early period after the fact was known to me of the lands being advertised, seen and conversed with General Mathews and begged him to stay a sale till I could examine the situation of the estate, and name such arrangements as might be practible to save the land, or a part of it for the Child, Genl Mathews after stating that he could not delay because Mr Elderry, prior Judgment & Execution enjoined, & which might come down at any time, and thus compel him to bid the amount of that execution, together with his own claims, or lose his own altogether consented to wait till after March Court, if I would pay him the principle and interest of one of the claims, that I think to the use of Reynolds reserving the costs, and not entering that fifa satisfied, but endorsing it to my use for the amount paid and reserving to him the lein which that Judgment and execution created, because it older than either of the other two I promised & performed the promise to pay off the principle & interest and General Mathews gave the indulgence, At March a Vendi was ordered, and as soon as I got the statement from Col Cox of his account and shewn it, to Mrs Hawkins, I informed her that it was impossible that from any funds of the Estate, these executions could be properly paid off; that the whole personal estate would not according to my view be sufficient for that purpose, and that Smoots adm had a large Judgment Everett. Dr Harris, Keene and several others, who would insist upon their proportion, and I thought they were entitled to it, and if she paid off those executions in full, it must be with other funds than that arising from the estate, Mrs Hawkins complained bitterly of her situation & insisted that several errors existed in Col Cox account, and Waller A Smoot gave me a statement, saying he knew most of the whole