And that the deposition of said John H. Moore was actually taken as it appears thereon to have been the admissibility of said deposition as evidence in this cause, The defendant objects and insists upon the Court that said depositions had been filed or returned to the said Court of Equity from which the commission issued, The Court sustained said objection and refused to allow said depositions to be read to the Jury to which the plaintiff excepts and prays the Court to sign this his Bill of Exceptions which is accordingly done in this 8th day of October 1862.

Thomas A Spence (Seal)

Plaintiffs Exceptions No 3

Richard Roe Lessee of
Williams Waters
vs
Emery Riggin

Ejectment in the Circuit Court for Somerset County Oct Term 1860.
To Wit October 8th 1860.

At the trial of this cause after the Evidence set forth in the first and second Bills of Exceptions had gone to the Jury, which by agreement is made part of this The defendant further to sustain the issues on his part offered in Evidence by Miss Mary P Miles a Competent Witness that she is a sister of Joshua P Henrys wife That in the Month of October eleven years ago the defendant came to see Mr Henry to buy his Land, He came and then and they The next time he came he Riggin told them Henry, that must two judgments becoming on the Land that they could sell the Land, but if he Henry, paid it he thought he would not turn him out of doors, and he wanted him to pay them and also to pay the claims of Benjamin Sackford, Geny Adams Edward Long William Ruff and $90 which he Riggin owed him Henry. This would give him an opportunity to pay all his debts. The judgments which were on the Land were in favor of Sydney C Long and the administrator of William Roach. They agreed upon $1400 as the price and Mr William Ruff who was present made a calculation and found $300 in money still to be found to Riggin. This money was borrowed from Mr Ruff and paid by Henry when Riggin He said he would give him a deed during the first week. He Riggin agreed to pay $50 rent for the Land. Henry died in 1854 the Witness called on Emery Riggin after Henrys death and collected from him $50 for the rent of 1853 at the instance of her sister Mrs Henry who was administratrix of Joshua P Henry She further states that she remembers the day when the parties met to John H Miles to execute the deed for the said Land and that the execution of the deed was prevented by the refusal to execute it Joshua P Henrys Mind some days before that time. To the admissibility of which said conversation and agreement between the said Joshua P Henry and Emery Riggin in relation to the sale of said Land, the plaintiff objects as not legal and competent Evidence in this cause because First it is merely the declarations of the defendant and a stranger and form no part of the res gestæ attending the execution of said deed from Emery Riggin to Joshua P Henry;

Second Because they show a consideration for said deed different from that expressed in said deed.

Third Because it is not relevant to any of the issues in this cause, But the Court overruled said objection and allowed the said Evidence to go to the Jury to

which ruling of the Court the plaintiff excepts and prays the Court to sign and seal this his Bill of Exceptions which is accordingly done this 8th day of October 1860.

Thomas A Spence (Seal)

Plaintiffs Exception No 3

Richard Roe Lessee of
William S Waters
vs
Emery Riggin

Ejectment in the Circuit Court for Somerset County
Oct Term 1860
To Oct Ct. 1860

At the trial of this cause after the Evidence set forth in the first and second Bills of Exceptions had gone to the Jury which by agreement is made part of this The defendant further to maintain the issues on his part offered in Evidence for the purpose of shewing the payment of the consideration mentioned in the said deed from the said Emery Riggin to the said Joshua P Henry a short copy of a judgment rendered in Somerset County Court in favor of Stephen Haynes use of Sydney C Long against the said Emery Riggin.

Copy Judgment.

Stephen Haynes use of
Sydney C Long
vs
Emery Riggin

Debt ____ $300.00
Costs ____ 5.23½
Judgment 23d May 1849
Interest from 4th May 1849.
Test W. T. S. Polk Clk

He further offered in Evidence by Sydney C Long a competent Witness that Joshua P Henry procured him the said amount of said judgment on the 27 day of November 1849 and on the same day he at the request of the said Henry assigned said judgment to him the said Henry, which assignment was also offered in evidence

Assignment

27 November 1849. I hereby direct the Clerk of Somerset County Court to mark the within Judgment to the use of Joshua P Henry Executor of Sydney C Long.

And that said judgment was marked in pursuance of said assignment as above is fully in said cause in the Docket of Somerset County Court to the use of said Joshua P Henry and so stands now, without any entry of satisfaction, And for the purpose of proving that the consideration mentioned in the said deed was paid by the said Joshua P Henry the defendant further offered in Evidence a Bond obligatory from Emery Riggin to Benjamin Sackford with an assignment endorsed thereon,

$290.00 On demand I promise to pay to Benjamin Sackford the sum of two hundred and ninety four dollars current money with interest from 7th day of March 1849 for value received. As Witness my hand and seal the 9th April 1847.

Emery Riggin (Seal)

Test Sarah A Sackford.

"Endorsed"

Cash paid July 19th 1848 ____ $110.00.

Assignment

I hereby assign the within Note to Joshua P Henry without guarantee or recourse to me this 26th October 1849.

Benjamin Sackford.