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March in the same year at 4 in the afternoon and the same place at which last mentioned time and place the Commission not pursuant to notice for the examination of witnesses on behalf of the purchasers and I proceeded in presence of the Solicitors of the respective parties to take the following depositions that is to say.

Peter Harr a Witness of lawful age produced on behalf of the purchasers being by me first duly sworn on the Holy Evangelys of Almighty God makes oath deposeth and saith as follows that is to say. That witness was the Constable to whom the Fieri facias in the Original case was directed Witness advertised and sold the property three different times at public sale that is I was present up for sale three different times.

Witness advertised it for sale on the 15th of November 1858 and the purchasers Exhibit A is a copy of his advertisement of such proposed sale on the said 15th of November witness sold the property on the premises and it was stricken down to W C M Carr Esq witness understood that Mr Carr was the purchaser for the defendant Patrick Reynolds the money was not paid and Mr Carr said that he would pay it next Morning. Witness called on Luther M Reynolds Esq next morning and asked him if Mr Carr had paid the money and Mr Reynolds said no. Witness then went to see Mr Carr and Mr Carr told witness that Mr Patrick Reynolds had promised him to fetch up the money in a certain time but had not come up yet;

Witness spoke to Mr Carr two or three times afterwards about it and Mr Carr said that on the next Saturday morning Witness thinks the money should be up there certain Witness presumes that the money was not paid on that Saturday he did not see any.

Witness then advertised the property again for sale Witness went to the premises to make the second sale which is the sale reported and on this occasion witness read the advertisement of sale aloud and made it known that the terms of sale were cash

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to be paid on the spot this was done before the property was actually offered. A person whose name witness does not know was the highest bidder and it was stricken down to him at some where in the neighbourhood of 110 dollars the said person offered 20 or 25 or 30 dollars whichever it was and wanted Mr Luther M Reynolds to wait half an hour till he could go and get the balance Witness did not understand the person as offering the 25 dollars or whatever the amount was as a forfeit but as a part payment and that he wished to go and get the balance. Witness did not accept the purpose and the property by order of Mr Luther M Reynolds was put up again for sale and was sold to Mr Kinnear who was the highest bidder.

Cross Examined for Excepts and

Witness has no recollection that the person offered the 25 dollars or amount as a forfeit he offered as Witness understood him to give it in part payment and to go and get the balance and the offered it as a forfeit witness did not hear him, Mr Reynolds directed Witness to put the property up again and it was then sold to Mr Kinnear. When witness speaks of having the property for sale the times he is speaking of the first sale to Mr Carr and the putting it up for sale twice on the subsequent day when first the above mentioned person and then Mr Kinnear were the highest bidder.

Being asked If Mr Luther M Reynolds had not ordered you to sell the property up again would you have considered the man as the purchaser he replies. Well if Mr Reynolds had not been there and the man had offered me the 25 dollars I would have taken it.

Being asked When Do you supposed the horse is worth he says Indeed I can't tell sir I am no judge of property Mr Carr

Again examined for Purchasers

Being asked Would or would not the offering the 25 dollars and the pending for the balance have been a compliance with the