to prove that in the year 1847, whilst he lived with his father on the farm in controversy in this case, he the defendant, and his father the said James entered into and made between them a parol or verbal contract, to the effect that the defendant should pay off or assume to pay off all the then debts then existing and owing by the said James, and that the said farm was then in consideration of such promise & agreement to pay or assume to pay, sold to the defendant, and the said contract was fulfilled and completed by the deed of the 13th of August 1861. To which said evidence the plaintiffs by their counsel objected, but the Court overruled such objection, and permitted the defendant to give evidence of the said parol contract to which opinion of the Court in permitting said evidence to be given, the plaintiffs by their counsel excepted and pray the Court to sign and seal this Bill of exceptions which is accordingly done this day of April 1868

Thomas Perry (Seal)

George S. Leiter et al
vs
William H. Grimes

In the further progress of this case the defendant further to maintain the issue on his part joined in addition to the evidence set forth in the preceding bills of exceptions which are hereby referred to and made part of this, then proceeded to testify in his own behalf as follows. That in the fall or summer of year 1846, he contracted with his father James Grimes with whom he was then living and had been living from the year 1843, and for the purpose of extricating him from his debts, that his father should rent him the farm for three years, and he would pay him one thousand dollars a year therefor, and in pursuance of this contract defendant took possession of the farm and put out the crop of wheat for that year, but that the following summer after he had cut thrashed and delivered the said crop at the Mill, his father drew the proceeds thereof, upon which the defendant became dissatisfied threw up the lease and determined to leave the farm

whereupon his father James entreated him to stay on the farm not to desert him and proposed to sell the farm to him. That after much persuasion by his father and not of his own choice he acceded to the offer to take the farm, that his father was very much embarassed and largely in debt at the time and declared that he was unable to get along with his own affairs. That he agreed to take the farm for $60 per acre, and he was to apply the purchase money in payment of the debts of his father then existing and have the settlement of his affairs. His father was very much embarassed at the time nearly every body who owed witness had claims against his father. The understanding was that the witness was to have the farm for the indebtedness of the father to him to the extent of $60 per acre for the farm, and his paying off the creditors of the father to that amount. This purchase did not include the Mill Property, the personal property was appraised the Spring before under the contract to rent, the contract was made in the Month of August or September 1847. The witness also testified that he commenced practice of medicine in 1843 at his fathers residence and that he had a large and valuable practice in the year 1845-6-7. That epidemics then prevailed in the neighborhood. That the first year of his practice was not worth over than 200 or 300 dollars. In the year 1845 had as much as he could do day and night and booked at least 2500 or 3000 dollars, attended to almost every person in Mercersville and about one half of the inhabitants of Elginwood and nearly all of Fairplay. The year 1845 was the fullest year he ever had, practice did not increase after that paid off all the debts owing by my father in 1847, and had paid some of them before the contract in 1847, that he paid off the Judgment on the $5000 note of his father. The $985 credited on the judgment as paid by his father James was raised in Bank by his father and witness paid the note in Bank afterwards.

After he took possession of the farm in 1847 the proceeds of the farm and receipts from practice constituted his income, and with these resources