Defendant's Bill of Exceptions.

The Plaintiffs, to maintain the issue on their part, read the following agreements entered into by counsel. (Said agreements are inserted in this record just before the rendition of the verdict by the jury as of the day they were filed.) They then gave in evidence the assignment from Samuel I. Donaldson, trustee, et al., to Adam Waltemeyer, dated March 6th 1836, as follows:

Samuel I. Donaldson, Trustee, &c. asst. to Adam Waltemeyer, } This indenture, made this 6th day of March, in the year of our Lord eighteen hundred and thirty-five, between Samuel I. Donaldson, of the City of Baltimore, in Baltimore county, and State of Maryland, trustee as is hereinafter mentioned, of the first part, John Stinchcomb, of the same place of the second part, and Adam Waltemeyer, of the county and State aforesaid of the third part:

Whereas, by a decree of Baltimore County Court, sitting as a Court of Equity, bearing date on the twentieth day of December, in the year eighteen hundred and thirty-two, and rendered in a cause then depending in said Court, wherein the said John Stinchcomb was the complainant, and Andrew Smith and Jacob Deems were the defendants, it was adjudged, ordered and decreed, that unless the said defendants, or either of them, should, on or before the twentieth day of January, then next, pay to the said complainant, or bring into said Court to be paid to him, the amount of the mortgage debt as stated in his bill, together with the costs of the suit, that the mortgaged property mentioned in the proceedings should be sold, and the said Samuel I. Donaldson was, by said decree appointed to make said sale.

And whereas, the said Samuel I. Donaldson, after com-

plying with the terms and conditions imposed on him by said decree, and giving the notice prescribed thereby of the time, place, manner and terms of sale, did, on the eighteenth day of May, in the year eighteen hundred and thirty-three, offer at public auction on the premises, the lot or parcel of ground hereinafter described, it being the mortgaged property in the proceedings aforesaid mentioned, at which time the said John Stinchcomb was the highest bidder, and became the purchaser of said lot or parcel of ground for the sum of two hundred dollars, which sum of money has been paid to the said trustee, and the sale aforesaid been duly ratified and confirmed by the said Court. And whereas, the said John Stinchcomb hath sold said lot or parcel of ground to the said Adam Waltemeyer, at and for the price of one hundred and fifty dollars, and desires the same to be granted and assigned to him, as is evidenced by his the said John Stinchcomb's signing and sealing these presents as a party grantor.

Now this indenture witnesseth, that the said Samuel I. Donaldson and John Stinchcomb, in consideration of the premises and for the further consideration of the sum of one dollar, current money of the United States of America, to them in hand paid by the said Adam Waltemeyer, at and before the sealing and delivery of the presents, the receipt whereof is hereby acknowledged, have granted, bargained and sold, assigned, transferred and set over, and by these presents do grant, bargain and sell, assign, transfer and set over unto the said Adam Waltemeyer, his executors, administrators and assigns, all that lot or parcel of land lying in Baltimore County aforesaid being the mort-