not present, and does not know of any person who was, He lives on an adjoining property. He heard some talk about Bells mortgage, It was a good deal spoken about.

To the 5th Interr. His Deponent says, that he does not know who received the profits of said land, or who had the management of it, He never saw Mr. Marmaduke W Boyd attending to it.

To the 6th Interr. His Deponent says, that he knows nothing about the matter contained in this Interrogatory.

To the 7th Interr. His Deponent says, that it was pretty much the case that no person liked to buy the land with the mortgage.

To the 8th Interr. His Deponent says, that he knows nothing about that.

To the 9th Interr. His Deponent says, that he does not, This Deponent would not like to give more than fifty dollars per acre, for said land now.

Cross examined, His Deponent says, that Mr. Mong has put great improvements upon it.

Examined in Chief, His Deponent says, that he heard it spoken of that there was very few persons, at the sheriffs sale, that was the general report in the neighbourhood.

(Memorandum, this testimony is objected to by Defendants Counsel) that he did not hear of said property's being offered for sale, but it might have been offered without his knowledge.

Michael Oiler, sworn.

His Deponent answers and says, to the 1st Interrogatory that he knows the most of them.

To the 2d Interr. His Deponent says, that he knows the land, that he once, about the year 1819, had an idea of purchasing it, and went to look at it, and was not pleased with it, That he has no idea at all of its value, between the years of 1820 and 1824, and dont know any thing about it, now.

3d Interr. excepted to.

To the 4th Interr. this deponent says that he knows nothing about it He was not present at the sale, and knows no one who was.

To the 5th Interr. His Deponent says, that he knows nothing about that.

To the 6th Interr. His Deponent says, that he knows nothing about that.

To the 7th Interr. His Deponent heard it said that Bell had a Mortgage but that is all.

To the 8th Interr. His Deponent says, that he knows nothing.

To the 9th Interr. His Deponent says, that he never heard of this property being offered before the sheriffs sale, He lived five or six miles from the said land.

David Stone sworn, To the 1st Interr. His Deponent answers and says, that he believes he knows the most of them.

To the 2d Interr. His Deponent says, that he knows the land that he lived on it four years from the year 1824. It was not worth so very much then it was very much out of order. It was worth about twenty dollars per acre, clear of incumbrances.

3d Interr. Excepted to.

To the 4th Interr. His Deponent says, that he went upon the property

in the spring of that year, He heard some talk of the Mortgage of Bell, but cannot tell what effect it had upon the sale, that he knows nothing about the sheriffs sale, and knows nobody who was at it, and dont remember that he heard of it.

To the 5th Interr. His Deponent says, that he went upon the property in 1824. He agreed with Mr. Mong and took the lease from Mr. Marmaduke W. Boyd, He paid the rents to Mr. Mong, and had nothing to do with Boyd about it, after the execution of the lease, The lease was brought to him by Mr. Mong.

To the 6th Interr. His Deponent says that he knows nothing further about that than is stated in his answer to the last Interrogatory.

To the 7th Interr. His Deponent says, that it was understood among the people that there was a Mortgage, but he does not know whether it affected its sale.

To the 8th Interr. His Deponent says that he knows nothing about it.

To the 9th Interr. His Deponent says that he does not.

July 29th 1842, The following are the depositions of Marmaduke W Boyd to the additional Interrogatories filed by Mr. Spencer in this cause, to be propounded to said Boyd, a lawful and competent witness.

Marmaduke W Boyd, being duly sworn, to the.

1st Interr. answereth and saith, that he remembers the sale, does not remember the time, when he became the purchaser.

To the 2d Interr. His Deponent says, that the quality of the land now and then is very different. It might, now on payment, be worth from fifty to sixty dollars per acre, unincumbered, He supposes that in 1820 the land might be possibly worth from twenty to twenty five dollars per acre if unincumbered and on payments.

To the 3d Interr. His Deponent says, At something upwards of a thousand dollars, He supposes that the precise amount will appear from the sheriffs deed.

To the 4th Interr. His Deponent says, that he knows the land and its quality, but nothing about the sale.

To the 5th Interr. His Deponent says, that the lands sold to him were not worth more than half as much as the lands mentioned in the last Interrogatory that is as near as he can come to the estimate he can put upon it.

To the 6th Interr. His Deponent says, yes, there was the widows dower and a dispute about two Mortgages on the land one Mr. Bells, the other of Webb and Peter Mong and the deed of trust to Webb and Mong and there were besides, other large claims against Burger, The sheriff sold under the Judgments older than the mortgages, and he believes under all the Judgments, that were older than the Mortgages.

Cross examined by Mr. Price.

His Deponent states, that under the circumstances already stated, he believes he gave a fair price for the land, but he does not think it a fair price if said land had been unincumbered, and on payments, He states further that the times were such, that no property would have brought as much for cash, as it would have brought, if sold on payments.

To the 7th Interr. His Deponent says, that he made the purchase in that