mean to say that he is certain that he heard Mr. Cannon say that he was authorised to bid thirteen thousand dollars but that Mr. Cannon bid thirteen thousand dollars and deponent inferred that he Mr. Cannon was authorised to make the bid, It is a common case for auctioneers to start property by making a bid.

The solicitor for the exceptant propounded the following question to the witness "What impression was made on your mind by the manner of bidding for the property" Did you suppose it was a real bid or not to which question the solicitor for James V Wagner objected and desired his objection to the said question to be noted.

The witness answered that he did not know how to answer the question as it would be mere conjecture, He thought that it was a bid on the part of the proprietors to start the property and that if any person bid beyond that the property would be sold at such an advance as the proprietors might think proper to receive. He had a right to think it was a real bid and then again he had a right to think it might not be a real bid the idea occurred to him in the first place that the bid for thirteen thousand dollars was not a real bid His idea was that the bid was for the purpose of settling up the matter among the proprietors, deponent thinks the he says Mr. Wagner at the sale did not see him bid or authorise a bid. The property was cried for a short time deponent does not know how long but for a few minutes, before Mr Wagner left the room it was understood that Mr. Wagner was purchaser, The property was not cried the usual length of time for property of the value of the Holliday Street theatre, there was no competition the property was knocked down very soon deponent does not know the value of such property he cannot say that it was cheap thought at the time that it was cheap, deponent had some notion of purchasing the property, if the property had gone at a price that he thought a bargain he had a notion to have purchased it he went to the sale with that view.

Fielding Lucas a witness of lawful age produced on the part of the exceptant produces a paper writing which by agreement between the parties is received as part of the testimony in this proceeding and hereunto annexed marked Exhibit F. L.

John B. Cannon a witness of lawful age produced on the part of James V Wagner being first duly sworn on the Holy Evangely of Almighty God deposes and says that, Cannon Bennet and Company were the auctioneers of the sale of the Holliday Street theatre at the sale of June 20th at the exchange deponent was not employed by Mr. Wagner in any manner or shape to purchase the theatre Previously to the sale deponent was walking about listening to the conversation between the by standers in the course of which either Mr. Wagner or the Trustee remarked that Mr. Wagner would give thirteen thousand dollars for the property.

Mr. Bennet got on the stand announced the sale as a free and peremptory sale he read the advertisement and asked for a bid several times no one bid at first, deponent was standing out remarked "you have a bid of thirteen thousand dollars" after that Mr. Bennet cried the property as long as usual deponent went to the stand,



Mr. Bennet asked whose bid it was deponent privately stated to Mr. Bennet that it was Mr. Wagners bid. Mr. Bennet dwelt upon the bid a long time as long as if he had been selling Barnums Hotel deponent has sold a very large amount of real estate in the City of Baltimore, Mr. Bennet dwelt longer on the bid than deponent would have done by some time. Deponent being asked by the solicitor for the exceptant how long the property was cried answers that he cannot specify the length of time being asked if it was ten minutes answers that he cannot say being asked if it was five minutes answers that he cannot say, (C. Ex by Mr. Schley) Deponent was not authorised by any one to make a bid he merely heard that Mr. Wagner would give thirteen thousand dollars and made the offer himself when he mentioned to Mr. Bennet that he had a bid of thirteen thousand dollars he deponent did not say that he was authorised to offer that sum.

Prior to the sale when deponent asked Mr. Latrobe what price was expected he said he did not know, the highest price that could be got for it, that the property was to be sold.

Peter Barger a witness of lawful age produced on the part of James V Wagner, being first duly sworn on the Holy Evangely of Almighty God deposes and says that, He has been engaged in building and affairs connected with property in the City of Baltimore for thirty years has considerable knowledge of the value of property in the City of Baltimore and knows the Holliday Street theatre and lot. If deponent could see his way clear he would give twelve thousand dollars for the Holliday Street theatre and lot, There is a piece of property adjoining the theatre of forty feet front with a back building running back to an alley, with a house on the alley renting for one hundred dollars per annum, which sold for eight thousand dollars the house is in good order and was nicely fitted up by Mr. David McKim, (C. Ex by Mr. Schley) In estimating the Holliday Street theatre property and explaining his willingness to give twelve thousand dollars for it, he predicates his opinion on the basis that real estate ought to yield ten per cent on the amount of the investment.

The witness being asked by the solicitor for the exceptant what property would be worth provided it would bring regularly an annual rent of one thousand dollars, and besides that a revenue of twelve hundred and sixty dollars for free tickets to be sold by the proprietors and three hundred and forty dollars as rent for the bars received by the proprietors in addition to the above sums and also the reserved right of an entire stage box, what then would deponent consider the value of the property, to which he answered, that if he had a guarantee of such a revenue his estimate of the value of the property would be accordingly.

(by Mr. Glenn) The value of the property where the theatre stands there being no alley in the rear is not more than from four and a half to five dollars per front foot on lease. The walls of the theatre building are substantial, the roof leaks and is defective the staging is also defective.

Mr. McKims house, to which deponent alludes above, was ineffectually offered at public sale several times, it was then sold to divide the estate. The premium of insurance on dwelling in the neighbourhood of the