-acted any business, If Mr. Mendes Cohen had been disposed to purchase the property his ability to purchase it at fifteen thousand dollars or over is ample — Deponent knows the Holliday Street theatre, he has known it for a long time his estimate of its value would depend on circumstances for instance some persons might be disposed to purchase a theatre some might not — In the hands of a prudent person capable of managing the property it would be low at fifteen thousand dollars deponent thinks that the Trustee under the circumstances of the case would have been justified in selling at that price deponent was formerly owner of a share in the stock of the theatre he was not in the habit of selling season tickets, but did so once or twice he sold one some time last year for the season at eight dollars, that season did not embrace a whole year there are several seasons in the year. — On being interrogated by the solicitor for Mr. Wagner deponent answered that he saw Mr. Wagner, Mr. Louine, Mr. Glenn, Mr. Brune and Mr. George Brown at the sale, that he supposes that either of those gentlemen was amply competent to purchase Mr. Brown lives nearly opposite the theatre and is one of our wealthiest citizens —

Cr. Ex. by Mr. Glenn, Deponent did not announce at the sale to any person that there was a limit put on the theatre he did not communicate to any of the above named persons that the property would not be sold under fifteen thousand dollars on offering the property the auctioneer read the advertisement which stated that the sale would be peremptory, the auctioneer did not say so far as deponent heard that he had a bid and the sale would be positive, If deponent had heard any thing of that kind he does not think that he would have asked Mr. Cannon if the property had been sold, deponent does not know the phraseology of the decree believes it was to satisfy claims due to the estate of Cross and Brown & of William Stewart — During the time that deponent and his brothers were engaged in banking their bank was open on Saturday to receive deposits and pay checks, In any matter which concerns the public and not himself deponent feels it his duty to attend to business of that character — Deponent does not know that his brother ever asked him to contribute towards the expenses of this proceeding, If his brother called on him he would feel himself bound to contribute deponent does not know of any contributions of two dollars towards defraying the expenses of these proceedings, His brother Mendes Cohen and himself reside together but they have never had any conversation as to the manner in which the expenses of the exceptions are to be borne — A great part of the shares of stock now held by Mr. Mendes Cohen were formerly the property of I. I. Cohen Jr. and Brothers Mr. Mendes Cohen paid for them at the rate of one hundred and fifty dollars per share, deponent has now no interest in the theatre having disposed of the only share which he held for the purpose of becoming a witness in this case understanding that that course was necessary for that

purpose, He was not aware of any meeting of stockholders, nor was he aware that any meeting of the stockholders was held at which it was resolved that the theatre should be limited at fifteen thousand dollars nor did he communicate such a fact to Mr. Latrobe, deponent was not aware of any meeting of stockholders neither deponent or his brother instructed Mr. Latrobe to limit the price of the theatre at fifteen thousand dollars —

John H. B. Latrobe a witness of lawful age produced by James V. Wagner being first duly sworn on the Holy Evangely of Almighty God deposes and says that — He had one or two conversations with Mr. Mendes Cohen and one conversation with Mr. I. I. Cohen Jr. prior to the day of sale, at the office of deponent, Both of these gentlemen enquired as to the limit of the price of the theatre and whether deponent had fixed one and to both of these gentlemen deponent said explicitly and emphatically that he had fixed no limit, but would make enquiries on the subject and would fix a limit before the day of sale, Mr. I. I. Cohen, at the visit to which he refers in his testimony, was so informed as distinctly as it was in deponents power to do so, as the purpose of deponent was to give him the information that deponent had fixed no limit —

At the commencement of deponents interview with Mr. Jacob I. Cohen Jr he asked deponent, as he Mr. Cohen has stated if it was necessary to file his claim as a stockholder under the deed of trust, deponent told him, no, that the transfer book would be before the auditor to that effect, where his title as stockholder would appear, He then asked deponent with regard to the limits of the sale when deponent answered him as above, He then asked deponent what was the nature of the claims on the theatre which required a sale at that time deponent told him that the sale was urged by Messrs Brune and Brown with whom deponent thought at one time an arrangement had been made by which their claims had been settled, after some conversation on the subject of the claim of Brune and Brown Mr. Cohen asked deponent if the sale could not be postponed deponent told him if he deponent were to receive instructions from Brune and Brown and the parties who had urged the sale to postpone it he would do so but, remarked that Messrs Brune and Brown were not the only persons who had petitioned for sale but that William Gwynn, Esquire as administrator of Hope and Fielder Israel and deponent had also signed the petition and their consent was also necessary to a postponement, that deponents consent would be given as a matter of course, deponent suggested to Mr. Cohen that he should see Messrs Brune and Brown, and endeavour to get a meeting of the stockholders of the theatre and he and deponent consulted the time to see if there was sufficient interval for that purpose which they thought there was, Mr. Jacob I. Cohen promised that he would see Messrs Brune and Brown and see what could be done to have a meeting of the stockholders - deponent told Mr. Cohen that it was his opinion that the theatre would ultimately have to be sold even if a limit was put upon it according to the views of the parties interested the sale would at length have to be peremptory, that it was deponents