Wignell and Alexander Rieswagle, bearing date on or about the 13th day of November in the year of our Lord seventeen hundred and ninety three (1793) and recorded among the land records of Baltimore County N. M. M. folio 108 &c, Together with all and singular the Theatre and all other buildings and improvements on said three lots of ground being, and all and every the ways privileges advantages and appurtenances to the same belonging or in any ways appertaining & the reversion and reversions, remainder and remainders rents issues and profits thereof and of every part and parcel thereof — The above three lots include a front on Holliday Street of about seventy five feet, and extend back eastwardly about one hundred and seventeen feet, The theatre is a handsome well built edifice, The body of the house consists of a pit and three tier boxes, The opening of the prosscenium is 35 feet in width, the stage 54 feet deep from the foot lights, The orchestra is large and there are orchestra seats seperated from the pit, The building is lighted throughout with Gas, There are perhaps few theatres in the United States better arranged for the purposes of seeing and hearing and for the comfort of the audience, It is capable of containing 1300 persons, There are seperate openings to the pit, gallery and boxes and there is a large and excellent saloon attached to the third tier — The street in front of the building is eighty feet wide rendering the access to it convenient and easy — The terms of sale are one fourth cash and the balance of the purchase money in three equal payments at six nine and twelve months from the day of sale, The deferred payments to bear interest from the day of sale and to be secured by notes or bonds with securities to be approved by the Trustee —

Jno. H. B. Latrobe, Trustee —

Notice, In pursuance of the terms of the decree under which the sale above advertised is to be made, notice is hereby given to the stockholders in said Theatre and the heirs of such of them as may be dead as well as to the creditors of said joint stock company who originally held or may now have an interest in, or any claim against the said Company as holders of the new theatre on Holliday Street in the City of Baltimore to file the vouchers of their claims in the Chancery office within six months from the day of sale —

Jno. H. B. Latrobe, Trustee —

Mar 28, cots P. —

Cannon, Bennett, and Co, auctrs

In the matter of Cohens exceptions to the sale to Wagner — It is admitted that this is the advertisement under which the sale was made

Wm. Schley for Mr. I. Cohen —

And afterwards to wit on the 25th day of September 1846 the following Depositions were filed in the said cause —

Cohen and others, vs. Gwynn and others. } In Chancery —

I Alexius B Wolf, a Justice of the peace of the State of Maryland in and for the City of Baltimore do hereby certify that in pursuance of an order of the Honorable Theodorick Bland Chancellor of Maryland heretofore passed in this cause authorising any Justice of the peace to take testimony in relation to the sale made by the Trustee in this cause and the exceptions thereto, and by agreement between the solicitor

for the exceptant and John Glenn Esquire solicitor for James V Wagner I proceeded on Wednesday the twenty third day of September in the year four Lord one thousand eight hundred and forty six at four o'clock P. M. in the presence of William Schley Esquire solicitor for the exceptant and of John Glenn, Esquire solicitor for James V Wagner to take the following depositions to wit — Henry S Sanderson a witness of lawful age produced on the part of James V Wagner, being first duly sworn on the Holy Evangely of Almighty God, deposeth and saith that, — He knows the lot purchased of Mrs Leypold by the corporation of Baltimore, called the theatre tavern deponent was one of the commissioners of public schools who purchased the lot, he was one of the committee of the commissioners who made the purchase — The agreement between the commissioners and Mr. Benjamin I Cohen was that they were to give Mr. Cohen twenty three thousand dollars for the assembly rooms and the adjoining lot of Mrs Leypold, the commissioners paid three thousand five hundred dollars to Mrs Leypold for her lot —

(Cross examined by Mr. Schley) Mrs Leypold called on deponent and stated to him, that Mr. Cohen had desired to purchase her lot, she wished to know if she could not get four thousand dollars for the property that being the price which she asked, deponent replied that the commissioners had nothing to do with her that it was Mr. Cohen's affair, deponent further remarked to her, that the assembly rooms would be useless without her lot — Deponent being asked by the solicitor for the exceptant what was the extent of the front of Mrs Leypold's lot, answers, that he does not know, being asked the extent of the depth of the lot answers that he does not know the depth, the ground rent is about ninety dollars per annum deponent does not know exactly how much — The old building on the theatre lot was torn down by the orders of the commissioners of public schools, and was sold by them deponent does not know how much exactly they received for the old building deponent thinks about one hundred dollars — The ground rent on the assembly rooms and Mrs Leypolds property together is three hundred and fifty one dollars deducting the ground rent on Mrs Leypolds lot the ground rent on the assembly rooms is two hundred and sixty one dollars per annum — The price paid by the commissioners of public schools for the assembly rooms was nineteen thousand five hundred dollars subject to the ground rent —

(Examination in chief resumed by Mr. Glenn) Mrs Leypolds lot was indispensably necessary for the purposes of the commissioners of public schools, They would not have purchased the assembly rooms if they could not have obtained Mrs Leypolds lot, The house on that lot adjoining the theatre was occupied as a tavern for many years —

(Cross examined by Mr. Schley) By the term indispensable he means that the proximity of a tavern to the school would have been very objectionable, and at the same time the means of procuring a proper light were very limited — There was an alley of about four feet in width between Mrs Leypolds Tavern, and the assembly rooms, which belonged to the assembly rooms —