on or before the said day as prayed by the foregoing application and agreement. Theodorick Bland Clk.

And afterwards to wit, on the 26th day of October 1846 there were filed in the said cause the following depositions.

Cohen and others, vs. Gwynn and others, } In Chancery. I Alcous B Wolfe 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 and by agreement between the solicitor for the exceptant and the solicitor for James V Wagner I proceeded on the twenty second day of October in the year of our Lord one thousand eight hundred and forty six, 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 viz, Joseph Green a witness previously produced on the part of the exceptant recalled and further examined by Mr. Schley deposes and says that. He was at the sale of the Holliday Street Theatre at the exchange on June 20th 1846. Deponent saw Mr. Wagner after the sale He followed Mr. Wagner from the exchange to the office of the Patriot and in the course of conversation which he then had with Mr. Wagner he deponent remarked that he Mr. Wagner had bought the property very cheap, that he had expected that some religious society would have gone as high as fifteen thousand dollars deponent having been so informed by Mr. Gwynn, Mr. Gwynn had stated to deponent that he did not think the theatre would bring over ten thousand dollars. In the course of that conversation Mr. Wagner said that he had made up his mind to go as high as seventeen thousand five hundred dollars rather than the community of Baltimore should lose the benefit of the theatre as a place of public amusement, He did not wish the City of Baltimore deprived of the benefit of the theatre as a place of public amusement.

John Reese a witness previously produced on the part of James V. Wagner, recalled and further cross examined by Mr. Schley deposes and says that. He is President of the Firemens Insurance Company of Baltimore, He cannot say that he has a general acquaintance with the value of property in the City of Baltimore when he goes to make a survey with a view to insurance he makes the necessary examination and estimates the value of property accordingly, He has never made a survey of the Holliday street theatre property, He knows the property, He passes it almost every day but never was through it, He can form no opinion of the value of the property.

Robert A Dunkee, a witness of lawful age produced on the part of the exceptant, being first sworn on the Holy Evangely of almighty God deposes and says that. He owns property on Gay Street nearly in the rear of the theatre, The green room of the theatre is on deponents property since the sale of the theatre (made at the exchange June 20th 1846) application was made by

Mr. Fielding Lucas to purchase a part of deponents property fronting about twenty two or twenty five feet on the alley running back fifty two feet adjoining the theatre and including the green room, He wished to purchase it at a cheap price but deponent would not sell, no price was named by either party. Deponent remarked to Mr. Lucas that the green room and stable collectively were worth one hundred and seventy five dollars per annum, besides this it would cost him, deponent about four hundred dollars to build another stable and privy, he also had the benefit of the yard and offices, deponent asked him Mr. L. to make a calculation on these data, and make an offer which he Mr. Lucas did not make Mr. Wagner afterwards asked deponent what he would take for his property to which deponent replied that he did not suppose that he Mr. Wagner wanted it, as he had bought property on Fayette Street, Mr. Wagner answered that he had not bought property on Fayette Street but that some of the others interested in the purchase of the theatre might have done so.

Francis Meyer a witness previously produced on the part of the exceptant recalled and further examined by Mr. Schley deposes and says that. He knows the Holliday Street theatre property. If he had the money he would have given twenty thousand dollars for it, if the property on which the green room is situated belonged to the theatre.

Cross examined by Mr. Glenn, If deponent had to pay for the green room a rent of one hundred dollars per annum the value of the theatre would be proportionally diminished.

John H. B. Latrobe a witness previously produced on the part of James V Wagner, recalled and further cross examined by Mr. Schley deposes and says that. He knows that the theatre property was offered several times for sale but he cannot fix the several dates without reference to the advertisements, He cannot say which of the advertisements were headed "peremptory sale" When deponent affixed the words "peremptory sale" he did not mean to preclude the exercise of a sound discretion on his part, He cannot recollect whether the sale at which Mr. Dorsey bid twenty five thousand dollars was or was not headed peremptory sale. Deponent cannot now recollect whether Mr. Dorsey bid twenty five thousand dollars, deponent has no specific recollection of the various sales, His recollections on that subject are not sufficiently distinct to enable him to speak with certainty, He cannot say that at any sale or offer of the theatre he reserved a bid of twenty five thousand dollars or any other amount, his mind on that subject is a blank. He cannot say that he had an accurate opinion of the value of the property prior to the sale to Mr. B. I Cohen, Previously to that time, he considered the proceedings for the sale of the property as an amicable one (except so far as opposed by Mr. Nicholls and others which was commenced and carried on with a view of getting rid of the season tickets. At the sale to Mr. B. I Cohen deponent understood that the sum of twenty thousand dollars had been fixed on by Mr. Cohen and the others interested in the property, Deponent has not, to his knowledge, copies of the advertisements of the sales of the theatre property,