would be made and that the sale would not proceed. How this impression originated this respondent cannot say, but it seemed to be a prevailing & accredited impression. David Stewart, Trustee.

And said Mayer separately answering states that the sickness of his co Trustee David Stewart Esquire devolved upon him the duty of conducting alone the said sale, that said sale was appointed positively to take place after at least one postponement and considerable delay on the creditors part and that this respondent found on the day of the sale that was made that the said creditor (The Baltimore Life Insurance Company the cestuique use of the trust) was peremptorily resolved of having a sale made, And this respondent in consequence felt himself under a peculiarly strict obligation to effect a sale even at a price materially beneath this respondents estimate of the worth of the property. This respondent with this persuasion of his duty and under pressure of such a requirement however painful the position or the act, allowed the estate to be struck off at the price of forty dollars per acre as the highest bid although if left to his own discretion and to conform to what he deemed the reasonable valuation of the property, he would not, he believes have allowed it to be sold at a less price than sixty dollars per acre that even being less than this respondent deemed it actually worth. This respondent refers in illustration of the value of this estate to the sale advertised to by his Co Trustee in this answer as made to Charles H. McBlair which tended too in combination with other sources for his estimate and judgment to impress on this respondent the worth of said property. This respondent cannot say how many bids there were for said property, but believes there were not many, he knowing of only two bidders, at the from the manner of auctions there might have been more without this respondents knowing the fact. The persons attending said sale this respondent states did not, he believes, number more than ten or twelve and the two bidders referred to by this respondent being John Patterson and John S Gittings the latter the highest bidder and Patterson making only one bid, as far as this respondent knows, and that to make a beginning of the auction. This respondent further states that notice of the sale was given by advertisement in Baltimore once a week for three weeks and on the day of sale, and that in two newspapers of that city and as this respondent believes in no more. This respondent believes that at the time of said sale said estate was fairly worth from 65 to 70 dollars per acre and that it now is worth that much. Charles F. Mayer.

State of Maryland City of Baltimore to wit. On this 15th July 1847 appeared before the subscriber a Justice of the peace of said State in and for said City David Stewart and Charles F. Mayer and make oath that all stated by them in their respective aforegoing answer as of their knowledge is true and all else therein stated they believe to be true. Sworn to before Alexius B Wolfe.

And at the same time there were filed in the said cause the following depositions

The Neptune Insurance Company vs. Rebecca Dorsey. In Chancery March Term 1847. Ordered this third day of July 1847 on the petition of Edward H Dorsey with the accompanying affidavit this day filed that the within order be and the same is hereby annulled and rescinded and that the said petition with the objections to the sale stand for hearing on Friday the 16th instant, any of the parties interested may take depositions in reference thereto before a Justice of the peace of the City or County of Baltimore upon three days notice to the opposite party. Nicl. Brewer, Associate Judge of the Third Judicial District.

True Copy. Test. Louis Gassaway Reg. Cur Can.

I have received a copy of the above this 5th July 1847. Th. S. Alexander for Reverdy Johnson. David Stewart for Trustees.

The Neptune Insurance Company vs. Rebecca Dorsey. In Chancery. In the matter of the petition and exceptions of Edward H Dorsey. To Thomas Alexander Esq Counsel for Reverdy Johnson and David Stewart and Charles F. Mayer Esq. Trustees, Take notice that testimony will be taken for Edward H Dorsey in the above case before Alexius B Wolfe Esq Justice of the peace in and for the City of Baltimore at his office in Fayette Street in said City on Monday the 12th instant at 10 O'clock A. M. in pursuance of an order of the High Court of Chancery passed in said cause on the 3d day of July 1847. Service admitted 7th July. W. Fernandis Jr. Sol. for Dorsey. Th. S. Alexander. Charles F. Mayer, for the Trustees.

The Neptune Insurance Company vs. Rebecca Dorsey. In Chancery. In the matter of the petition & exceptions of Edward H Dorsey. I Alexius 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 Court of Chancery of the State of Maryland passed in the above cause and by consent of the parties, I did proceed on the ninth day of July in the year of our Lord one thousand eight hundred and forty seven in the presence of Walter Fernandis Junior Esquire Solicitor for Edward H Dorsey the exceptant and of Thomas S Alexander Esquire Solicitor for Reverdy Johnson the purchaser of the property to which the proceedings in the cause relate to take the following depositions to wit,

James McHenry Boyd a witness of lawful age produced on the part of the exceptant being duly sworn on the Holy Evangely of Almighty God deposes and says that He knows the property to which these proceedings relate by reputation, he says it several years ago, he has seen it lately, but since the sale he was not present at the sale he intended to attend the sale and bid for the property but was prevented by being informed that the sale would be postponed. Deponent had seen the advertisement announcing the property for sale but after first seeing the advertisement he had been absent from town for some time and had forgotten the precise day fixed for the sale. On his return he enquired of one of his cousins whether the day for the sale was not at hand, she answered to the effect that she had learned from the family of Doctor Waters a neighbour of Mr. Dorseys that the sale was postponed for a month he then dismissed the subject from his mind. After receiving this information he did not examine the papers with reference to the advertisement for the sale of the property he did occasionally look over the papers but did not observe