deponent cannot put the value of the property at less than seventy five dollars per acre, He thinks that it ought to bring that price at private or public sale.

Peter W. Gibbons 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 is a farmer lives about six and a half miles from Wm. Dorsey, deponent knows the property to which the proceedings in this cause relate, he has known it for twenty years, he has not seen it for the last two years, for the previous ten or twelve years he saw it two or three times a year. When he was familiar with the farm he considered it a very fine farm if properly managed, It was however badly managed. Deponent would suppose that the property at a fair sale any day ought to bring from seventy to seventy five dollars per acre. Cross examined by Wm. Alexander, Deponent knows nothing of the present condition of the fences when he was in the habit of seeing the farm the fencing was not in good order.

Benjamin Conaway 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 resides near the property to which these proceedings relate he knows the place and its present condition from his knowledge of property in that neighbourhood he would say that the property is worth seventy dollars per acre.

Charles H. M'Blair 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 resides on the place adjoining the property to which these proceedings relate part of the original tract, Deponent has eighty acres which he purchased of Wm. Dorsey in the year eighteen hundred and forty three, He gave seventy five dollars per acre for it At the time of his purchase the fences were generally in a bad condition, The property has no buildings or improvements on it, He is informed that his part is equal to any that Wm. Dorsey has and superior to a great deal of his.

Deponent has heard the prices at which property in that neighbourhood had generally sold, He thinks that Wm. Dorsey's farm in its present condition is worth from eighteen to twenty thousand dollars.

Cross examined by T. S. Alexander Esquire, Deponent has improved the place which he purchased by erecting buildings and has improved part of the place by cultivation, He has been proposing to sell the place, he offered it at public sale but there was no real bid for it, He has never had an offer for it, The offer of his place at public sale was about a month ago it is not now in the market.

John T. Gittings 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 attended the sale of the property to which these proceedings relate on behalf of Wm. Johnson. He was authorised by Wm. Johnson to bid as high as sixty dollars per acre, After the sale he was called on by some individual with whom he was not personally acquainted who said that if the title was clear he would give an advance of two thousand dollars on the purchase. Wm. Warfield offered the deponent, if the title were clear to give an advance some small sum on the purchase.

Cross examined by T. S. Alexander Esquire, Wm. Johnson informed deponent that he Wm. Johnson expected to get the property for forty dollars per acre but that Wm. Johnson was desirous of having the property and to gratify her he had made up his mind rather than disappoint her, he would give sixty dollars per acre.

John T. Donaldson Esquire a witness of lawful age produced on the part of Reverdy Johnson Esquire the purchaser of the property to which the proceedings in this cause relate being duly sworn on the Holy Evangely of Almighty God.

Walter Fernandis Junior Esquire Solicitor for the exceptant objected to the testimony of the witness being received for the reason that he was incompetent to testify in this cause and desires the said objection to be noted, the witness proceeded to testify, That he is the President of the Baltimore Life Insurance Company the assignee of the Neptune Insurance Company of the claim for which the property to which the proceedings in this cause relate was sold. He attended the sale, The property was offered in the presence and by the directions of the deponent. As the sale was about commencing Wm. Dorsey made application to deponent to suspend the sale for the purpose of giving him time which deponent refused as the sale had been previously postponed. Deponent required the trustees to go on with the sale.

The Baltimore Life Insurance Company became the proprietors of the claim against Rebecca Dorsey in the year eighteen hundred and forty four, At that time Wm. Dorsey was to have twelve months for the payment of the interest by giving notes with competent endorsers, these notes have been retired by Wm. Swan they have never received from Wm. Dorsey any thing on account of the claim. The property has been advertised at deponents instance in the autumn of the year eighteen hundred and forty six, At the solicitation of Wm. Glenn and Wm. Dorsey, who promised that the matter should be settled in six months the sale was postponed time was given to Wm. Dorsey to sell at private sale which he stated was his object, Deponent then told him that the property would be sold at the end of that time if the matter were not settled Deponent does not that think he saw, he certainly did not speak to Wm. Dorsey from that time to the last day of sale. Cross examined by Walter Fernandis Junior Esquire. The claim against Wm. Dorsey at the time it was assigned to the Baltimore Life Insurance Company was between four and five thousand dollars. At the time of the postponement of the sale in eighteen hundred and forty six deponent informed Wm. Glenn that he deponent must receive at least the interest due, Wm. Glenn gave deponent a check for three hundred and fifty dollars which he Wm. Glenn told deponent he must consider as a loan, which deponent received and for which he did not give Wm. Glenn a receipt. Deponent intends before an account is passed to return Wm. Glenn his money, The object was to protect Wm. Glenn in his advance of the money, the sum advanced being nearly the amount of the interest.

Hugh Gelston a witness of lawful age produced on the part of Reverdy Johnson Esquire the purchaser of the property being duly sworn on the Holy Evangely of Almighty God deposes and says that, On the thirty first of October of last year he purchased from Wm. Harrison a part of the land