up said acceptance with their own private funds. And this defendant avers that at the end of one year from the date of said deed, towit, on the 8th day of December 1846 the said Martin & Kemp had paid such acceptance of the said drafts of the said Abram Barnes to the amount of $4.000 over and above all produce, property or funds placed by said Barnes in their hands; and afterwards, towit, on the 21st of December 1846, one of said partners in strict pursuance of the provision of said deed of trust made oath in due form of law before Noah Reagely Esq. a Justice of the Peace of the City of Balt. to the amount of said indebtedness, towit, the balance due them on account of such acceptances and the payments thereof $4.000 with interest from the time of the several payments to the said 21st day of December amounting to $138.34 amounting together to four thousand one hundred and thirty eight dollars & 34 cents. And this defendant further answering saith, in strict pursuance of the provisions in said deed they proceeded to offer said land at public sale after having given 4 weeks previous notice thereof by advertisement inserted once a week for four successive weeks in the "Torch Light" and one other paper published in Hagerstown, but not being able to obtain a satisfactory bid they postponed the sale, and again on the second day of March 1847, after having given notice by advertisement inserted once a week for four successive weeks in the "Torch Light" and in one other newspaper published in Hagerstown of the time, place and terms of sale, they again offered the same at public sale, but could not obtain a higher bid than $10 per acre which not being then deemed a full price, this defendant requested William B. McAtee who had great skill and experience in selling lands in said County, to bid it in for them the said Martin & Kemp at $12. per acre, which he did, and then proceed to sell the same for them at public or private sale, and giving more favorable terms of payment, whereby it was hoped he might obtain a higher price and thus save them at least a portion of their apprehended loss by their said acceptances.

The terms of sale offered at said public sale being one half cash and the residue in two equal payments at 6 and 12 months with interest and the sale to said McAtee amounted to $3132, but this defendant was quite willing to give said Barnes credit for any increased price which the said McAtee might thereafter obtain.

And this defendant further saith he has no personal knowledge of the subsequent proceedings by the said McAtee in selling said land, but is informed and believes it to be true that said McAtee made very many ineffectual efforts to sell the same at private sale but wholly failed in getting any bid even at the rate of ten dollars per acre, and in September 1848 after due public notice in several newspapers for at least four successive weeks he offered it at public sale, and this defendant is informed and believes that the

Complainant had full knowledge of all said offers at public sale, and that on the monies of the said sale by the said McAtee she by her agent Jno. Thomson Mason offered him $10. per acre, but would give no more, declaring it was worth no more; however that may be the said McAtee could not obtain a higher bid than $10. per acre but on extending the time of the first payment prevailed upon the bidder, Isaac Tesbitt, to advance his bid to $11 at which price he sold the same to him amounting to $2926 And this defendant all and all manner of fraud in the transaction and avers his only object was to obtain the highest possible price for said land, & as to save himself from loss: as it now stands the said Martin & Kemp are losers more than $1000. and accepting for his regard for the interest of said Isaac Tesbitt this defendant would be very willing if the property had, since increased in value, to have the same resold and the proceeds applied according to the provisions of said deed, as prayed in said Bill. And having answered all the matters in said bill he prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

J. Dixon Roman Sol. for Defendt.

State of Maryland. Washington County, towit;

On this sixth day of Feby. 1851. before the subscriber a Justice of the Peace in and for Washington County personally appeared the within named David S. Martin and made oath according to law that the matters stated in the foregoing answer are true to the best of his knowledge, remembrance, information and belief. Sworn before, C. Sheppard

To the Hon. the Judges of Washington County Court sitting as a Court of Equity. The sworn answer of Lewis S. Kemp one of the defendants named in the Bill of Complaint of Virginia E. Mason against him and others exhibited

Answer of Kemp.

This defendant saving and reserving &c. for answer unto so much and such parts of said bill as this defendant is advised is or are necessary or material for him to make answer unto, saith, that he admits the execution of the deed of trust by the Complainant to this defendant and David S. Martin partners trading under the name and firm of Martin & Kemp, and that the purposes and objects of said deed are fully and particularly set forth and expressed therein, and that Complainant's Exhibit A. is a true copy. And he further avers that in pursuance of the arrangements therein recited the said Martin & Kemp did accept the drafts of the said Abram Barnes from time to time, not exceeding at any one time the sum of $4.000. and all falling due within one year from the date of said deed, and that the said Barnes so far failed in placing funds in their hands to meet said acceptances that at the end of one year from the date of said deed the said firm have paid in cash on account of said acceptances the full sum of $4.000. over and above all the produce,