And this Respondent denies all and all manner of fraud and collusion with which she is charged in said petition, and prays that the said Petition may be dismissed, and that she may be hence dismissed with her reasonable costs, in the matter of the said Petition, sustained - And she will ever &c.

Emily S. Walker. Edwd Israel Sol. for Resp.t

State of Maryland, City of Baltimore, towit:

On this twenty second day of April 1853, before the Subscriber, a Justice of the Peace, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared the above named Emily S. Walker, and makes Oath that the matters and things stated in the foregoing answer, are true to the best of her knowledge, and belief.

Wm. H. Bayzand.

And on the same ~~Twenty~~ second day of April, the following Affidavit of John W. Walker, Agent &c. was filed in said Cause, towit: -

In the Superior Court of Baltimore City, sitting as a Court of Equity; In the matter of the Petition of Hiram Kauffman in the cause of Walker vs. Hanson & Wife and Kauffman Exhibited -

State of Maryland, City of Baltimore, towit:

On this twenty first day of April 1853, before the Subscriber a Justice of the Peace of the State of Maryland, in and for said City, personally appeared, John W. Walker, Agent of Emily S. Walker, and made oath according to law, that after he received the note referred to in the answer of Emily S. Walker to the petition of said Kauffman, he exhibited to said Kauffman a paper containing the amount of the said Mortgage claim due by said Kauffman - And also requested him to inform his Counsel that he Walker could be seen at any time, at his office - the situation of which was well known to the said Petitioner Kauffman and his Counsel - And further that he did at divers times and places, call upon said Kauffman for payment of the said Mortgage claim, and did notify him that unless the Mortgage debt was paid to him, on or before a certain time mentioned that the Mortgage premises would be sold in order to pay said Mortgage claim, and that the said Kauffman did appoint divers times upon which to call upon him (Walker) and to pay the said claim, and that the said Kauffman failed to comply with his said engagements, and wholly neglected to pay the said Claim. And he further swears that he was ready and willing at any time to inform the said Petitioner or his Counsel of the amount of the said Mortgage claim due, and that either the said Petitioner or his Counsel could have at any time, obtained a full and fair statement of the same -

And he further swears that he has no knowledge of a pretended sale by Edward Israel the Trustee or that said Sale was fraudulent or Collusive but he avers that said sale was fairly made, and that the said Wagner was the fair and bonafide purchaser of said property. And he further swears, that he, as the Agent of said Emily, never had any understanding with the said purchaser Wagner, in any way, or for any purpose whatsoever in regard to said purchase or otherwise -

Sworn before - Wm. H. Bayzand.

The said Cause so standing was continued until the second day in May then next - At which said Term towit; On the thirteenth day of May in the year aforesaid, the following printed copy of order nisi, and

certificate of the publication thereof, were filed in said Cause, towit;

The Order nisi on page 22. ante - the printed copy of which here called for, is duly attested as follows, towit;

"Test - Edward Howling Clk."

Baltimore, May 11.th 1853 -

This is to certify that the annexed advertisement of order of ratification, in the case of Emily S. Walker vs. William E. Hanson and others was published, in the American once a week for three successive weeks, before the 14 th day of May 1853 -

Robbins, Murphy & Bose

Pr. Edwd S. Carlin

And afterwards, towit: on the fourteenth day of May in the year aforesaid, the said Hiram Kauffman by his Solicitor aforesaid, filed in said Cause the following application to the Court here for leave to take Testimony, towit; -

Walker vs. Hanson & others | In Superior Court. In the matter of the objections to the ratification of sale by Trustee.

The Defendant Kaufman prays the Court that an Order may be passed by the Court, allowing him to take testimony to sustain his objections to the sale in this case, before a Justice of the Peace of the City of Baltimore, upon giving at least three days notice to the other parties, or their solicitors.

Benj. C. Barroll, Sol for Kaufman

Whereupon the Court passed and filed in said Cause the following order granting leave to take Testimony, towit:

Ordered on the above application, this 14 May 1853, that all parties, interested in the above mentioned exceptions, have leave to take testimony, as prayed, touching said Exceptions, (or objections) before a Justice of the Peace on notice as mentioned; provided said testimony be returned to this Court, before 28 th May 1853. -

Wm. Frick -

The said Cause so standing was continued from term to term of the said Court, until the first day in September then next -

At which said term towit, on the sixteenth day of September, in the year aforesaid, the following paper writing offering to give Bond &c. was filed in said Cause, towit:

Walker vs. Hanson & others | In Superior Court, In Equity. In the matter of the Exceptions to the ratification of the sale made by Trustee.

The Exceptant, Hiram Kaufman shows to the Honorable Court that he will give Bond with sureties to be approved by the Court in any sum that the Court may require, that the premises sold by the Trustee in this case, if exposed fairly at public sale, at the Baltimore Exchange, after due notice, and property set out in the advertisement, will sell for an amount more than double that which was obtained, at the sale made by the Trustee.

Hiram Kaufman

Per Benj. C. Barroll his Atty

And afterwards, towit; on the seventeenth day of September in the year aforesaid, the following Testimony was returned by John Hanan Esquire, Commissioner, and filed in said Cause, towit: