Honor to pass an order authorizing him to take proof before a Justice of the Peace of the State of Maryland upon giving three days notice to the opposite parties or their Solicitor of the time and place of taking such proof, and that an order may pass allowing him to examine the defendants Jacob T. Hall and Joseph Isaac.

And he will pray &c.

G. C. Magruder & N. C. Stephen
Solicitors for Richard D. Hall

On the certain petition it is ordered by the Circuit Court for Prince Georges County, sitting in - - - - - - Equity that either party in the case therein referred to in said petition may take testimony before a Justice of the Peace of the State of Maryland upon giving at least three days previous notice to the opposite parties & their Solicitor of the time and place of taking such testimony. And it is further ordered upon the authority aforesaid that the respondent Richard D. Hall may examine Jacob T. Hall and Joseph Isaac the parties defendants as prayed for in said petition.

Peter H. Crain
Sept 9th 1859.

Whereas on the eleventh day of October in the year eighteen hundred and fifty nine the complainants by their solicitor file in Court here the following order to wit:

Jones & others vs Isaac & others

In C. C. for P. Geo. Coty. in Equity
Mr. Middleton
Set this case down for hearing at the next Term.
Thomas G. Pratt
for Complainants.

Whereupon by order of Court here this cause is further continued until the first Monday in November next. At which first mentioned Monday in November being the Seventh day of the same month in the year eighteen hundred and fifty nine, Come again into Court here as well the said Complainants by their Solicitor aforesaid as the said defendants and the said Richard D. Hall one of the defendants by G. C. Magruder & N. C. Stephen Esquires, his Solicitors file in Court here the following exceptions to the bill of complaint of the Complainants to wit:

Exceptions of Richard D. Hall

Luther D. Jones val vs Richard D. Hall & others

In the Circuit Court for P. Geo. County as a Court of Equity. No 217.
Exceptions to the averments of the complainants Bill by Richard D. Hall

That the averments of the Complainants do not show that they are entitled to the relief they pray or any equitable relief.

That the averments show the complainants can be relieved at Law and that they have no right to invoke the aid of a Court of Equity. That the averments and allegations neither state that the complainants have no remedy at law nor that they have exhausted their legal remedy.

N. C. Stephen & G. C. Magruder for R. D. Hall

And the said Richard D. Hall one of the respondents by his solicitors aforesaid, in pursuance of the aforegoing order passed by the Court here, files the following testimony taken before Alfred S. Taft Esquire, Justice of the Peace of the County & State aforesaid viz:

Notice to Complainants

Luther D. Jones val vs Richard D. Hall val

In the Circuit Court for Prince Georges sitting in Equity

Take notice that on Saturday the 29th day of October 1859 between the hours of eleven A. M. and two P. M. at Collington in Prince Georges County the respondent Richard D. Hall will proceed to take testimony in support of the allegations contained in his answer filed in this case.

G. C. Magruder & N. C. Stephen. Solicitors for Richd D. Hall

To Thomas G. Pratt Esq. Solicitor for Complainants

Service admitted this 5th day of October 1859. Thos G. Pratt Signed 24

Filed with A. S. Taft J. P. this 5th Oct 1859. A. S. Taft J. P.

Interrogatories on part of Richard D. Hall

Luther D. Jones & others vs Richard D. Hall & others

In the Circuit Court for Prince Georges County sitting as a Court of Equity

Interrogatories to be propounded to Jacob T. Hall and Joseph Isaac two of the respondents in this case and witnesses to be produced upon the part of the respondent Richard D. Hall in virtue of an order passed by said Court in said case.

1 Are you or not acquainted with the parties to this suit, and are you or not one of the defendants therein named.

2 Was there or not any understanding or agreement either verbal or written between you and Joseph Isaac when you purchased of him the land in the proceedings of this case mentioned in relation to the retention of the vendors lien thereon for the payment of the purchase money. If you state fully and pertinently what the understanding or agreement was.

3 Was there or not any understanding or agreement either verbal or written between you and the said Joseph Isaac at the time when you bought the said land of him upon the subject of your giving him distinct security for the payment of the purchase money therefor. If you state what that understanding or agreement was, what security he required you to give, and you gave, and what was then the understanding if any between you and the said Joseph Isaac in relation to his retaining his lien on the said land for the payment of the purchase money therefor in case you gave him such security.

4 Was it or not expressly understood and agreed between you and the said Joseph Isaac at the time of the sale of the said land to you that if you gave him distinct security in the responsibility of Joseph H. Jones deceased for the payment of the purchase money his lien on the said land for the payment of such purchase money was to be thereby released and discharged