and did you not give him such security and was not said sale made to you solely upon your own responsibility, and and of your security without reference to the retention of said lien and did not the said Joseph Isaac refuse to sell you the said land unless you gave him such security

5. Was there or was there not any contract or understanding between you and the said Joseph Isaac at the time of the sale of the said land to you when the legal title thereto was to be conveyed to you? If you state what it was, and state also whether or not it was then understood between you and the said Isaac that the legal title was not to be conveyed until the whole purchase money was paid.

Filed with A. S. Taft P.P. this 29th day of October 1857. A. S. Taft P.P.

N. C. Stephens for Richard D. Hall.

Return of the Testimony by Justice of Peace.

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

In the Circuit Court for Prince George's County Sitting in Equity

No 209 Equity

To the Hon. Peter W. Crain Judge of the Circuit Court for Prince Georges County sitting in Equity

The undersigned a Justice of the Peace of the State of Maryland and for Prince Georges County, in virtue of the authority vested in him by an order of your honorable Court passed on the — day of — 1857 in the above cause, respectfully reports unto your Honor, that on Saturday October 29th 1857 between the hours of eleven A.M. and two P.M. he proceeded to examine at Collington, in said County, upon the Interrogatories filed with him, by the defendants, and thereunto returned as a part of this report, pursuant to notice given by the Solicitor for the defendants, to the solicitor for the complainants, also filed with the subscriber, and returned as a part of this report such evidences as were produced on the report of the defendants, whereupon and where the subscriber took the following depositions to wit; First Jacob T. Hall of Baltimore, a witness of lawful age produced on the part of the defendants, being duly sworn and examined to said Interrogatories so as aforesaid filed deposes and says, To the first Interrogatory; that he is acquainted with the parties to this suit and that he is one of the defendants named in the bill filed in this cause. To the second Interrogatory witness says there was not. To the third Interrogatory witness says, that Col. Isaac required him to give him the best security for the payment of the purchase money at the time he sold him the land and he gave him Joseph T. Jones as such security. When he purchased the said land of the said Isaac, there was no understanding between the witness and the said Isaac that in case he gave him security for the payment of the purchase money, he was to retain his lien on the said land for the payment of the purchase money therefor. To the fourth Interrogatory witness says there was no understanding between the witness and Col Isaac at the time of the

sale of the land that he was to retain his lien thereon in case he gave him distinct security for the payment of the purchase money therefor by latting the responsibility of a third person, as nothing was said upon that subject, at the time of the sale of said land. He purchased the land of said Isaac solely upon his own responsibility and that his security Joseph T. Jones. And that Isaac refused to sell him said land unless he gave him such security. To the fifth Interrogatory witness says that the legal title to the land was not to be conveyed to him by Col Isaac until the whole of the purchase money was paid. Sworn before me this 29th day of October 1857 Alfred S. Taft P.P. (Seal)

Second Witness Col. Joseph Isaac of Prince Georges County, a witness of lawful age produced on the part of the defendants, being duly sworn and examined to said Interrogatories so as aforesaid filed deposes and says, To the first Interrogatory That he knows the parties to this suit and that he is one of the defendants named in the bill filed in this cause. To the second Interrogatory Witness says that there was not. To the third Interrogatory, Witness says, when he sold the land to Jacob T. Hall he required him to give security for the purchase money therefor before he would put him in possession thereof; said Jacob T. Hall gave to witness Joseph T. Jones as such security, when witness put him in immediate possession of said land. To the fourth Interrogatory witness says, that the only answer, which he can make to this Interrogatory is that Jacob T. Hall was not to have a deed for the land until the whole of the purchase money was paid. To the fifth Interrogatory Witness says that the legal title was not to be conveyed to Jacob T. Hall until the purchase money was paid.

There being no other evidences to be examined, and neither party objecting the subscriber returned to your Honor the whole of this proceedings closed under this hand and seal this 29th day of October in the year 1857

Alfred S. Taft. P.P. (Seal)

Deed from James A. Lehew Sheriff to Richard D. Hall referred to in the aforegoing evidence before A. S. Taft P.P. to wit:

This Indenture, made this thirteenth day of June in the year of our Lord one thousand eight hundred and fifty three between James A. Lehew of Prince Georges County and State of Maryland, late Sheriff of Prince Georges County of the one part and Richard D. Hall of the said County, in the said State of the other part, Whereas on the fourth day of June Anno Domini eighteen hundred and fifty three a certain writ of the State of Maryland Fieri facias did issue forth out of Prince Georges County Court to the said Sheriff of said County directed reciting that whereas at a