file in Court here the following exception to wit:

Luther D. Jones & others
vs
Jos. Isaac & others

In the Ct. Ct. for Prince Geo. County in Equity

The Complainants L. D. Jones & D. Jones Theresa Waters wife of J. Waters & Emma Jones except to the testimony taken by the Deft. Ric. D. Hall because the witnesses examined are Parties to this suit & no previous order for their examination had been obtained by said Deft Ric. D. Hall.

Thomas G. Pratt
for Complts.

And whereas on the same day and year aforesaid the said complainants by their Solicitor aforesaid and the said Richard D. Hall by his solicitor aforesaid filed in Court here the following agreement to wit:

Luther D. Jones & al
vs
Jos. Isaac & others

In Ct. Ct. for Prince Geo. Coty, in Equity

It is agreed in this case that the original judgment referred to in the proceedings in the above cause of Jos Isaac vs Jacob T. Hall & Jos. T. Jones was rendered on the 14 of Apl. 1848 & that the same was carried to the Court of Appeals & there affirmed as is alleged in the bill of complaint. It is further agreed that the sale to Jos. T. Jones as returned in the complainants Exhibit No. 2. was made on the 26th of March 1857. It is also agreed in this case that the judgt of Wm H. Tuck admr. D. B. N. C. T. A. of Sarah Slater vs Jacob T. Hall, John B. Magruder & Wm T. Hall was rendered on the 6th of April 1846, that the fi fa on said Judgt was issued on the 4th of June 1851 & that the sale thereunder to Ric D. Hall was made on the 25th of Nov. 1851; and it is agreed that the land sold under the first named execution to Jos. T. Jones & the land sold under the execution last named to Richd D. Hall is the same land. It is further agreed the execution last named was issued agt Jacob T. Hall alone.

Thomas G. Pratt
for Complts.
R. C. Stephen for
Richard D. Hall

Whereupon by order of Court here this cause is further continued until the first Monday in February next. At which mentioned first Monday in February next being the thirteenth day of the same month in the year eighteen hundred and sixty, came into Court here the said complainants by their solicitor, as well the said defendants by their Solicitors aforesaid, and the said Richard D. Hall one of the defendants by his Solicitor aforesaid files in Court here the following exceptions to the proof filed in this cause; which are contained in the following

words to wit:

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

In the Circuit Court for Prince George's County, sitting as a Court of Equity
No 217

Exceptions taken by Richard D. Hall to the complainants proof taken & filed in this cause.

This defendant excepts to all that portion and part of the testimony of Joseph Isaac taken in this 16th February 1857 before Alfred S. Taft J. P. in reply to the complainants 3d Inty. which and others to explain by parol the intention of the contract under seal referred to by him; and he excepts to that portion of his said testimony contained in his reply to the said Inty in which he says "the Bonder note last above referred was given to secure the payment of the purchase money for the land named in the proceedings in this cause, and that he did not abandon his lien upon the land until full payment of the purchase money agreed to be paid for the said land was made; nor did he release either Jacob T. Hall or Joseph D. Jones but held their present bonder note as additional security for said purchase money above and beyond the land upon his lien vested. All of said statements are inadmissible because they propose to explain the intention of a contract under seal by parol, and further because they tend to add & to vary and contradict the terms of said contract referred to by the said — The said defendants also excepts to that part of the said Joseph Isaacs answer to the complainants 4 Inty. which was taken before the said Alfred S. Taft on the 26th Feby 1859 in which he "states" "the said bond or note mentioned the paper referred to marked (A.D) was given to secure the payment of the purchase money for the land mentioned in the proceedings in this cause - that he did not abandon his lien upon the land until full payment of the purchase money agreed to be paid in said land made. Witness retained and held and held the said note or bond as additional security for said purchase money above and beyond the land upon which his lien rested, and also for any damages the said Hall might have done the said land previous to the payment of the purchase money; it was never the intention of witness to release the said land nor did he do it, for if he had done so and the said Joseph D. Jones had proved an insolvent as Jacob T. Hall did, then in that event he the said witness would have lost both land and money. It was clearly and distinctly understood between witness and the said Jacob T. Hall and Joseph D. Jones that the said Hall was not to have title to said land until the whole of the said purchase money was paid by the said Hall the said defendants except to the whole of the said