statement as inadmissible because it attempts by parol to prove the intention of the contract under seal referred to by it, and because it also attempts by parol to add to, vary, contradict and explain the said written contract &c &c

The said defendants also excepts to the whole of the testimony of the said witness taken and filed in this cause upon the ground and for the reason that he is interested in the controversy and in the result thereof.

The defendant also excepts to all that portion of the said Isaacs testimony taken on the 16 & 20th of February 1859 as aforesaid in which he speaks of Judgt. and affirmance of Jdgts recovered by him against Jacob T. Hall & Joseph P. Jones for the purchase money of the land because the same is inadmissible to prove a record, the record of the Judgt. should have been produced and filed with the proper bill before whom the said proof was taken.

He also excepts to the admissibility of the paper marked No 2. filed in No 2. April 1859 with John H. Scott J.P. and returned with the deposition taken by him, because the same is not a full and complete but an abstract only of the record & return of the Sheriff from which it is taken of all record & the execution and court and proceedings thereon and should have been all,

He also excepts to the paper in the case purporting to be and marked as complainants Exhibit No 3 because the same is only an extract from the record and proceedings from which it was taken and not a full record of the same, that a full record of the same should have been filed and proven by the complainants in the mode prescribed by law.

R. E. Stephens & C. C. Magruder
for R. D. Hall,

Whereupon by order of Court here this causes further continued until the first Monday in April next. At which mentioned first Monday in April next being the second day of the same month in the year eighteen hundred and sixty, come again into Court here the said complainants by their Solicitor aforesaid as well the said defendants by their Solicitors aforesaid.

Whereupon by order of Court here this cause is further continued until the second Monday in June next. And now here at this term to wit the second Monday in June being the eleventh day of the same month 1860, come again into Court here the said complainants by their Solicitor aforesaid, as well the said defendants by their Solicitors aforesaid

Whereupon the Court here after mature deliberation passed the following decree and order which are contained in the following words, to wit:

Luther D. Jones & others vs Joseph Isaacs & others	In the Circuit Court for Prince George's Co.

The bill in this case was filed by the complainants the legal heirs of Joseph

P. Jones against the defendants for the purpose of obtaining from Joseph Isaacs or his children a conveyance in fee simple of certain real estate which belonged to the Children of Joseph Isaacs and which was sold by the Father Joseph Isaacs to the defendant Jacob T. Hall for seven hundred dollars and for the payment of which purchase money Joseph P. Jones was the security. It is admitted by the answers & proved by the testimony taken in this cause that Jacob T. Hall executed his note to Joseph Isaacs for seven hundred dollars for the purchase of said real estate with Jones as his security and Isaacs executed to Hall his bond of conveyance for a fee simple title in said real estate, Hall was placed in possession of the real estate thus sold and paid one third of the purchase money. Subsequent to the sale R. D. Tucker Adm. of "Slater" obtained a judgment against Hall, issued out a fieri facias on it levied it on the land in controversy, and it was sold at "Sheriffs Sale to Richard D. Hall one of the defendants in this cause. Jacob T. Hall did not pay the balance of the purchase money due on the land and Richard D. Hall neglected or refused to do it.

Joseph Isaacs proceeded to obtain judgment on the note against Jacob T. Hall and Joseph P. Jones, and in 1851 and subsequent to the sale of the land to Richard D. Hall levied the ~~the~~ execution issued on said judgment on the said land and it was purchased by Joseph P. Jones the security. Richard D. Hall took possession of the land in controversy after he purchased it and still retains possession, and the complainants invoke also the power and authority of this Court to place them in possession of said land by directing that Richard D. Hall shall deliver the possession to them. The children of Isaacs admit in their answer, that they confirmed and ratified the agency in acts of their Father in selling their real Estate, and are now willing to execute a conveyance in fee simple to the parties entitled to the same, and submit that question to the Court. Jacob T. Hall disclaims any interest in the controversy, and Richard D. Hall claims the land in virtue of his purchase under Tucks execution. Admits the legal title to be outstanding in the children of Joseph Isaacs, but denys the power and authority of this Court to dispossess him.

This case was fully and ably argued by the Solicitors of the respective parties at the last Term of this Court and was submitted for my decision. This is a very peculiar case. Isaacs the Father without any authority undertakes to sell the real estate of his children and to execute to the purchaser a bond of conveyance in the penalty of one thousand dollars conditioned to convey a fee simple title to the real estate thus sold. His children are minors; but he institutes no proceedings in a Court of Equity to have the sale confirmed