of purchasing two pieces of said property. lot No 6 I think was one, and No 8. (the homestead) There was a very large Company at the sale, including a great many persons from the Country, & all seemed to be fairly conducted in every respect, Witness bid on No 6 up to the limits ordered by the person who employed him to go there, the limit was $15 per acre, said lot brought $20 pr acre went to the sale for the purpose of bidding as high as $40 per acre and no higher, as I considered that its full value, I wanted for myself $39. per acre was my last bid Mr. Brooks bid $40 per acre and got it, Witness was well pleased that he did not get it, had been up to see the property before the sale, thinks it was on the 18th or 19th Oct in Company with John B. Frey, William Taggart and another gentleman whom I do not recollect our object being to purchase a portion of said property if it suited us, we were induced by the advertisement to think it was something superb, Witness thinks the best place to sell this property was at the Exchange where it was sold.

Cross Examined

"Witness never lived near the Wilkes property and never was on it except on the occasion of his visit to the place to view it as above"

The taking of testimony on the part of the defendants was here closed.

In witness whereof I Francis D. Tourney Commissioner as aforesaid hereto set my hand and seal this 30th day of May in the year of our Lord eighteen hundred and sixty-two at the City of Baltimore in the State of Maryland

Francis D. Tourney

Commissioner of Superior Court Balto City

Agreement of Counsel marked H. & D. filed in this cause is in the Terms and of the following words to wit.

Hilkes vs Denmead } In the Superior Court of Baltimore City. It is agreed between the parties to the above cause, that either party may take testimony to be used as evidence in the above cause, before any Notary Public residing in Louisville Kentucky on three days notice thereof to the defendants or one of the Solicitors of the taking of said testimony

P. McLaughlin Sol. for Complainants

H. D. Gillings for Defts.

And thereupon on the day and year last aforesaid the Court filed in said cause the following order to Postpone the motion to dissolve; to the seventh day of June next which is in the Terms and of the following words to wit:

Wilkes vs Denmead &c. } In the Superior Court of Baltimore City. In Equity

Ordered this 31st day of May 1862 that the hearing of this cause on the motion to dissolve be further postponed on the application of Complainants to the seventh day of June

next, which day is peremptorily appointed for the said hearing unless legal ground be shown for further postponement.

And it is further ordered that either of the parties have leave to take evidence meanwhile as provided in the original order setting down the cause for hearing Provided said evidence be returned by the said 7th day of June

R. N. Martin

And afterwards on the 6th day of June in the year last aforesaid, the Complainants by Patrick McLaughlin Esquire their Solicitor filed in said cause the following exceptions to the Answer of Adam Denmead in the Terms and of the following words to wit:

Charlotte Wilkes et al vs Adam Denmead et al } In the Superior Court of Baltimore City, In Equity.

To the Hon. Robert N. Martin Judge of the Superior Court of Baltimore City. The Complainants pray leave to except to the answer filed in this cause by the said Adam Denmead

1st For that the said Denmead does not answer as to whether the complainants Charlotte Wilkes, Charlotte A. Wilkes, Susan Wilkes and Edwin D. Wilkes and the defendant M. P. C. Wilkes contracted with him in writing to pay him over and above commission the sum of Twenty five hundred dollars for accepting and executing the trust, upon which contract the said Denmead agreed to accept said trust

2nd. That the said Denmead by his answer does not admit or deny the existence of the Civil War from the early part of the year 1861. or the effect it had in depreciating the value of all property, real personal and mixed, particularly in the State of Maryland about the months of that it was impossible to tell on what day the State of Maryland might become the battle ground for the contending armies, or that the Legislature of Maryland passed the Stay law with the view of protecting honest debtors, of having their property sold at such sacrifice as would not only bankrupt individuals but would beggar whole families.

3d That the said Denmead does not by his said Answer admit or deny, that the Legislature of Maryland in 1862 extended the Stay Law of 1862 and included there in orders of Court, thereby granting a stay law on the payment of money no matter in what character held, that he disregarding those things advertised the property for sale on the 8th day of April 1862

4th Because he does not admit ordering that the four lots sold in October 1861 were the only ones then offered on which a