Billingslea Eight dollars per acre. That defendant Chenoweth does very impudiciously and against the interest of the Heir at Law of Elisha Ball & make sale of said Land subject to the life Estate of Walter Billingslea, And this Deponent is not founded upon A Fact that said Billingslea is now dead, but upon the well known fact that persons are willing to purchase Land that is subject to a life Estate in another person and he does not think such sales are ever advisable unless where the property is deteriorating and likely to become much less Valuable by waiting until possession can be given to a purchaser, which does not the case with the Land he is now speaking of. As the Contrary said Land has been and has ever been increasing in it Market Value and would now bring County Seven or Eight dollars per acre.

Sworn Before Wm S Richardson
Affidavit of Dana Tucker

Michael E Pue and Wife
vs
Priscilla D Bull and others
In Equity

Harford County to Wit. On this 4th day of May 1857 before the Subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Dana Tucker, who being duly sworn deposeth and saith that he is well acquainted with the Lands mentioned in the proceedings in this cause and has known them for many years Deponent has lived within a Mile of said Land for fifty years with the Exception of about three years prior to 1830.

That said Land is now worth in the Market and deponent thinks would sell for twenty five or thirty dollars per acre. That the Market Value of Land and through that Neighborhood has been advancing for the last 15 years, and deponent thinks that in 1849 said Land was worth and might have been sold for twelve dollars per acre.

Deponent further says that the thinks it was very improvident in and against the interest of the Heirs at Law of Elisha Ball to make sale of said Land subject to the life Estate of Walter Billingslea and he thinks that it would have been impossible during said Billingslea life to find any three substantial and sensible men in the Neighborhood who would say under Oath that such sale was advisable and would be for the interest of the parties entitled to the reversion give any good reason why such sale should be made before possession could be given to the purchaser.

Deponent further says that Walter Billingslea now the tenant for life of said Land died in the Spring of the year 1853, and that his son Walter Billingslea now also lives in the Land at the sale by the Trustee in said Case has not been given in possession.

Sworn Before Wm S Richardson

And afterwards to wit on the 7th day of September in the year last aforesaid the following affidavit were filed in Court here to Wit

Affidavit of Isaac Meeham and John Ashton.

Harford County to Wit

On this 12th day of November 1853 came Isaac Meeham and John Ashton both aged about 40 years before me the Subscriber Justice of the Peace in and for Harford County aforesaid who being duly sworn and

affirmed that is this said Ashton being sworn and the said Meeham affirmed upon and say that they have viewed the Lands purchased by Walter Billingslea from Henry D Farnandes Trustee for sale of the Lands devised by Walter Billingslea to Elisha Ball with a View to form a Judgment of its Value, That they have understood that the whole tract contains about two hundred acres, That there is about 8 acres of Wood Land pretty well cut over, The Cleared Land is the poorest quality of Sedge Land, And that on the premises has very much for Cultivation the rest is hilly and broken, some Washed in deep gullies and some stony The Buildings are very bad, the dwelling house is not worth more than 50 dollars and the other buildings being an old Stable and shop are so dilapidated that they are not worth repairing and could be estimated as not worth more than the decayed Materials of which they are composed,

That defendants further state that the fences are very much out of repair the fences round the whole Land in three fields that all the fences are old and pretty well worn out, and would require a great many Rails to make them reasonably good fences. There is no timber growing except Chestnut and there is not five Hundred Rails fit for fences for four Hundred

That 50 dollars is the full value of said Land per year, that the Land is too poor for Cultivation without using manure, That for several years not a few acres have been cultivated, the rest has lain for many years.

That at the time said Billingslea purchased said Land as aforesaid sold in the year 1849, said Land would if unencumbered produce more than two dollars per acre and it is doubtful whether it would raise five bushels so much.

Sworn and affirmed Before me Wm Jordan.
Affidavit of Isaac Meeham,

Maryland Baltimore County to wit, On this 5th day of June 1854 before the Subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore personally appeared Isaac Meeham and made Oath on the Holy Evangels of Almighty God, that he resided on the farm adjoining the Lands on which Walter Billingslea deceased resided and which were sold by Walter Billingslea Jr by Henry D Farnandes Trustee, that before the sale made by the said Trustee their deponent Examined said Lands with reference to ascertaining their Value, that he might bid for the same when sold by the Trustee, that subject to the life Estate of Walter Billingslea, this deponent determined that five hundred Dollars was the full Value, and that he would not bid beyond that amount,

Robert Gardiner.

Affidavit of Jacob Wann
Maryland Harford County to wit,

On this 1st day of June 1854 before the Subscriber a Justice of the Peace of the State of Maryland in and for Harford County, personally came Jacob Wann and made Oath on the Holy Evangels of Almighty God that he had a conversation about a year ago with Wm Bladen who married one of the daughters of the late Elisha Ball and in that Conversation the said Bladen stated to this deponent