by the Auctioneer and before the property was put up that the two brick houses in the rear were included in the advertisement and the Auctioneer put the property up then and announced that a payment of One hundred and twenty five dollars would be required of the purchaser before leaving the ground. The property was cried for sometime and was Knocked down to a Son of William T Callaway, at something over twelve hundred dollars. The Auctioneer Mr Cochran Mr Murray and Young Mr Callaway had some conversation together but Witness did not hear it. The property was again put up and was Knock off to Mrs Orion and the parties, that is to say, Mr Cochran the Auctioneer and the person who bid for Mrs Orion retired into the House and Witness left the premises. In the opinion of Witness the conduct of William T Callaway at the sale had a tendency to injure the sale. Witness respectfully speaking to Callaway's refusal to give information, Claiborne Murray and Callaway's son seemed to act in concert at the sale, they were consulting together. The Company at the sale was a large and respectable one, and among it many property holders in the neighborhood. Mr Murray with the Auctioneer after Nothing Callaway's bid being taken, William H H Turner a Witness of lawful age produced sworn and examined on the part and behalf of the Complainant, deposes and says as follows. Witness being first Examined on his voir dire, by the Exceptant Callaway states that he has been the Treasurer of the North Baltimore Building Association from its organization 1850, and is such still and he is the owner of six shares of its stock. His Evidence objected to by the said Exceptant as incompetent and his testimony is now taken subject to this Exception. Witness attended the sale of the property on the premises on the 5th day of October last Adrian & Co were the Auctioneers. The property was Knocked down at twelve hundred and fifty dollars. Mr Cochran made objection and demanded a deposit of one hundred and twenty five dollars, and it not being made the property was again put up. There was a number of persons at the sale. The property was sold to Mrs Orion at twelve hundred and fifteen dollars. Witness saw Mr Callaway there and observed that Callaway his son and Mr Murray were talking together and seemed to be acting in concert. Witness has no doubt in his own mind that the property would have sold for a good deal more but for Mr Callaway and friends attended on the occasion. Witness did observe in the Conduct of Mr Carroll that was objectionable. Previous to the property being Knocked down to his son Mr did Witness hear him say anything objectionable. Witness heard Mr Callaway insist that the sale to his son should stand. Callaway objected to the property being offered again. In the Month of May last Mr Callaway's account with the Association was made out and presented to him and he made no objection to it. The account then presented to him showed an indebtedness of a little over Nine hundred dollars. When the account was presented to Mr Callaway in May he stated that he was about to negotiate for money and that he would settle the account as well as Witness recollects Callaway asked sixty days time to make the negotiation. At the expiration of that time he not satisfying the Association agreed to make a further extension of thirty or sixty days and he still failing to comply the claim against him was placed in the hands of the Solicitor of the Association to foreclose. Witness had frequent interviews with Mr Callaway, as often as a half dozen times, and upon these occasions he said

he would pay the claim when he got in the money which he was expecting to negotiate. The extension or indulgence was always given Mr Callaway upon his express promise to pay within the time he specified. There never was any disposition on the part of the Association to force Mr Callaway. There never was any objection made by Mr Callaway to the amount of his account previous to the offering of the property for sale nor was any objection made to it at the sale. The account against Callaway has been placed in the hands of the Solicitor of the Association to foreclose in May last. Richard C Murray a Witness of lawful age produced sworn and examined on the part and behalf of the defendant defendant says as follows. Witness was present at the day of sale when the property was offered. It was set up for sale and the terms of sale were stated and Mr A P Callaway was the purchaser at twelve hundred and forty dollars. The Auctioneer and the trustee asked who he was and ascertained that he was the son of William T Callaway. Witness knew Mr A P Callaway as a Carpenter for a number of years and had bought the good will of a Shop and balance of unexpired lease on Shop in Sharp Street Alley of them, and subsequently purchased of them some tools and lumber. Witness guaranteed to the Auctioneer that A P Callaway would comply with the terms of sale. The Auctioneer then consulted with the trustee and Mr Doyle and Mr Turner and then demanded one hundred and twenty five dollars in cash. It was late in the Evening between 4 and 5 o'clock and A P Callaway told them he would give it to them in the morning. Then he signed the purchase on the Auctioneers Book and went to draw up an obligation for Witness to sign and was intercepted by the trustee, and the Auctioneer then stated that he would put the property up again and then he must have the money before he left the premises and did not let Witnesses obligation that he would comply with the terms of sale. Witness was willing to sign and so stated to the Auctioneer. Mr A P Callaway is not a Minor. Witness then believed that he would comply with the terms of sale. The sale was harmonious and agreeable one up to that period, and Mr William T Callaway stated that whoever bought the property would buy a law suit, and that he would defend himself against the proceedings. Cross Examined for Complainant, Witness attended the sale by request of William T Callaway whom he met casually before the sale. A P Callaway went with Witness and William T Callaway to the sale. Witness being asked "Whether before the day of sale or when going to the sale he had any understanding with Mr Callaway and his son that bidding would be made by them on the property for Mr Callaway" replies in the negative. Being asked "Had you any understanding with Mr Callaway and his son at the sale that biddings would be made for William T Callaway by his son?" replies, at the sale Callaway's son asked me if I would guarantee that he would comply with the terms of sale and I said that I would. Being asked "When did he ask you" replies, He asked my after his bid was made. Being asked, whether before the property was put up he or the announcement of the Auctioneer that one hundred and twenty five dollars would be demanded" replies that he did not, that no such announcement was made. Being asked "was any announcement at any time made by the Auctioneer that a payment of One hundred and twenty five dollars would be required of the purchaser?" replies, At no time previous to the sons purchase. Being asked, was any application made to you by William T Callaway to guarantee the performance of the sons contract to purchase" replies in the negative. Being asked "To whom did you offer to become guarantor" replies to the Auctioneer and Mr Cochran the trustee. The Auctioneer expected