

who said he would like to buy the place, but that he thought there was something wrong, and he would not bid for it. This was after the terms were announced by the auctioneer, and while the sale was going on, and the bidding was half through. Never heard such terms before, and could not have complied with them had the property been sold to witness for \$100, not having the money with him. Could have paid 5 or \$10,000 for it during the day, but not at the moment. The property sold is a little over a mile from the court-house.

The complainants and trustee, in support of the sale proved by Josiah Lee, that on the morning of the day of sale, the trustee called at witness' bank and inquired if the check of Mr. Barnum was good for 5 or \$10,000; to which inquiry, witness replied that it was. Witness understood Mr. Taggart's inquiries directed for the purpose of ascertaining the goodness of the checks that might be offered in payment of the property. The checks of men of undoubted credit are daily received as cash at the banks of Baltimore.

William P. Preston was present at the sale, and bid for the property \$14,000, that being the value he had made up his mind to give for it. If he became the purchaser, witness expected to pay partly in cash, and with a check for the balance. Had no doubt, after hearing the terms of sale, that if witness had tendered his check to the trustee, he would have accepted it. Witness is an attorney at law, and from his experience in business, is able to say, that checks of men of undoubted credit, are daily received by the banks as cash. There were other bidders at the sale, and the bidding was spirited. Expected to get a clear and unincumbered title to the property for \$14,000, freed from the lien of the mortgage of \$8,000 held by George Brown.

Andrew McLaughlin deposes, that he is the husband of a daughter of the late David Barnum, who is a legatee of said Barnum. That Zenos Barnum, the purchaser, has no interest in the estate of David Barnum, other than as the executor of his will. That the said purchase was made by said Zenos Barnum, on his own account, and not in any way for the use of the estate.