attached to claims marked from G. E. No 1 to G. E. No 4 inclusive and from G. E. No 7 to G. E. No 11 inclusive They are the original notes on which said judgments were rendered respectively. Yours

The Solicitor for Sophia Fitzhugh and Sarah Margaret Fitzhugh then file with one and offer in evidence the papers marked L. L. No 2. L. L. No 3 " L. L. No 4" L. L. No 5" and L. L. No 6" whereupon the Solicitor for Jacob M. Kunkel except to the admissibility of said papers in evidence.

The further taking of testimony was then postponed until Friday the 16th day of March at 10 O'clock A. M.

Cost of taking testimony

To Grayson Eichelberger	Auditor	8 days	$ 37	33 1/3
" William Mahoney	Clerk	8 "	21	33 1/3
" W. L. Rose Esq	a Witness	1 "		66 2/3
" John B. Gilbert	" do	1 "		66 2/3
" Peregrine Fitzhugh	" do	4 "	2	66 2/3
" B. B. Fitzhugh	" do	1 "		66 2/3
" G. L. Seigmund	" do	1 "		66 2/3
			$ 64.00	

Charles E. Grace
vs
Peregrine Fitzhugh et al } No 2805 Equity, Fifth Circuit Court for Frederick County sitting as a Court of Equity

Exceptions taken by Jacob M. Kunkel one of the defendants in this Case to the amount reported by Grayson Eichelberger Esq the auditor made in this Case dated on the 24th day of May 1860

Exceptions

1st Because the auditor has improperly allowed claim No 4
2nd Because the auditor has improperly allowed claim No 5
3rd Because the auditor has improperly allowed claim No 6.
4th Because the auditor has improperly allowed claim No 7.
5th Because the auditor has improperly allowed claim No 8.
6th Because the auditor has improperly allowed claim No 9
7th Because the auditor has improperly allowed claim No 10.
8th Because the auditor has improperly allowed claim No 11.
9th Because the auditor has improperly allowed claim No 12.
10th Because the auditor has improperly allowed claim No 13
11th Because the auditor has improperly allowed claim No 14
12th Because the auditor has improperly allowed claim No 15.
13th Because the auditor has improperly allowed claim No 16.
14th Because the auditor has not distributed and allowed to the said Jacob M. Kunkel as the surplus proceeds of the sale of the said real estate which remained after satisfying the expenses of the suit and claims Nos 1. 2. 3 which were