liens on said property. 15th) Because the auditor improperly allowed Claims No 4.5.6.7.8.9.10. To persons and Banking institutions not in any way entitled to the same or any part thereof they not being parties to this Case by petition or otherwise. 16th, Because the report of the auditor is erroneous and incorrect both in principle and detail in not allowing to Jacob M. Kunkle all the surplus proceeds of the sale which remained after satisfying the expenses of this suit and claims No 1.2.3. under the facts and circumstances of the Case he being equitably entitled to the same the said Jacob M Kunkle further specifically excepts to the said auditor allowance to Sarah Margaret Fitzhugh the wife of the said Peregrine Fitzhugh, the Claims of No 13.14.16 the Mortgage deed defined to be the auditor being utterly null and void so far as it purports to indemnify and secure the said S. Margaret Fitzhugh as indorser and security for her said husband.

Lo. M. Palmer
Robert L. Brent Solr
for Jacob M. Kunkle

Charles E. Grail
vs
Peregrine Fitzhugh & wife
Jacob M. Kunkle & others

} No 2815 Equity. In the Circuit Court for Frederick County sitting as a Court of Equity

The Exceptions of Jacob M. Kunkle one of the defendants. 1st To the Competency of Peregrine Fitzhugh one of the defendants in this case a Witness Examined on the part of S. Margaret Fitzhugh his wife & Sophia Fitzhugh before the auditor because he is interested in the event of the suit. 2nd To the admissibility of so much and such parts of the Evidence of said Peregrine Fitzhugh as relates to and touches the pretended claims of the said S. Margaret Fitzhugh his wife 3d To the Competency of said Peregrine Fitzhugh as a Witness to testify in support of the Claims and each of them allowed by the auditor in his Statement and report numbering in said account of the auditor as No 4.5.6.7.8.9.10.11.12.13.14.15&16. 4th To so much and such parts of the said Peregrine Fitzhugh's Testimony as in any way tends to explain contradict or vary the legal effect of the deeds offered in Evidence or any of them or as tends to substitute parol Evidence for the Contents of the documents and writings offered to in Evidence and particularly to so much of the testimony Peregrine Fitzhugh as tends to support the claims of Sophia Fitzhugh & S. Margaret Fitzhugh his wife or either of them by to limit qualify or contradict the deed of release dated 6. January 1857 marked S. F. No 2 or to qualify limit or contradict the legal effect of said release. 5th The said Jacob M. Kunkle further excepts and objects to

Exceptions