

amount of said purchase money. That the biddings were spirited, &c. 2nd. That he has no reason to believe, and does not believe that the said Cassards, or either of them, were restrained from bidding for said property, on the contrary, one of them bid several times, and as respondent believes, within fifty dollars of the sum at which it was struck down. 3d. This respondent avers, that at the place of sale, and immediately after the premises were struck down, said Barnum, the purchaser, gave the trustee his check, on Josiah Lee, a respectable private banker, in Baltimore, for the whole amount of the purchase money, which was duly paid, and the purchase money is now in his hands subject to the order of the court. 4th. That he has no reason to believe said property sold at any under value, nor does he believe, that upon a resale, the premises would yield a larger sum. A copy of the advertisement, stating that the terms of sale as prescribed by the decree are cash on the day of sale, was filed with this answer.

Depositions were taken under the above order, and filed on the 6th and 8th of September. The defendants in support of their petition and exceptions, after due notice given to the opposite party as required by said order, proved by George Cassard, that he attended the sale with his brother Lewis, with the intention of buying the property if it sold right. That he and his brother, after they arrived on the ground, agreed that they would go as high as \$15,000, net, for it, that in witness' opinion, they would have bid more rather than have lost. That after the sale was commenced, the trustee and auctioneer stated that the purchase money must be paid there, on the spot, or words to that effect. That witness consulted with his brother after this condition was stated, and hesitated to bid at all; but seeing Mr. Preston make a bid, his suspicions in some measure were dispelled, and confidence in some degree restored. That their bid was fifty dollars less than the bid which took the property. That they did not bid so much as they would have done, on account of the condition above stated. That they were prepared to comply with the terms of sale as advertised in the ordinary understanding of those terms. Had not the