

whole amount in bank, but could have paid it before 3 o'clock of that day. Thinks the property is worth \$15,000, and more. When he stated that he and his brother would have gone to \$15,000, witness meant that they would have paid that for a clear and unincumbered title to the property, computing the mortgage as a portion of the purchase money, amounting to about \$8,000. He, witness, had conditionally arranged with Brown, the mortgagee, to defer the payment, and indulge witness with time. Witness took no money with him on the day of sale, except the change in his pocket. He and his brother were willing to risk in making their bids, that their check would be taken, or that the trustee would wait until they could come to town and return with the money. Has no recollection of making an application to the trustee as to whether their check would be taken in the event of their purchase of the property. Witness staid upon the ground until the dispersion of most of the company, saw no money paid by Mr. Barnum, but heard him call for writing materials for the purpose of giving a check to Mr. Taggart.

John B. Cannon deposed, that he was at the sale as principal auctioneer; that the auctioneers were directed by the trustee to announce, and did announce, that the terms of sale were to be complied with on the spot, immediately after the sale. Witness has been an auctioneer about sixteen years, and in that time has sold many estates, both in town and country. Has never known a sale of real estate, in the country, for cash entirely; and in the city has never known a sale for cash, of real estate, in which a similar condition was imposed. Witness, from his knowledge of Mr. Cassard, would have received his check for any bid he might have made for the property on the day of sale, and would have so advised the trustee. Mr. Barnum gave his check immediately for the amount of his bid, and the trustee gave a receipt for it.

John Brown deposed, that he was present at the sale, but not with the expectation of buying the property. Understood the terms to be cash upon the spot, on the ground. Had examined the place before, and had offered \$15,000 for it early