Agreement it was stipulated that the profits of the said ferry should be equal between them. — This defendant further answering saith that in pursuance of the said agreement the improvements aforesaid were erected as stated by the Complainant who remained in debt to this defendant the sum of five hundred and thirty seven pounds twelve shillings and seven pence current money. — This defendant further answering saith that a variety of unsettled transactions remained unadjusted between the Complainant and this defendant at the time of the said division and partition which are still unsettled and this defendant saith that the Complainant denies that any submission was made by him to the award of William Hammond Edward Gaither and Zachariah Macculline upon their accounts or that they ever settled any account in his presence or ever had authority to make such settlement or that he ever acquiesced in any statements made by them. but this defendant saith that some time in the year seventeen hundred and eighty four they agreed to settle their accounts. and that the said Gaither Hammond and Macculline should have gone to assist as mutual friends with their advice and to prevent any dispute which might arise that the said settlement was commenced but previous to any final adjustment this defendant refused to proceed further therein because the Complainant contrary to stipulation insisted on charges of interest. claimed allowances which he was not entitled to and refused to produce the particular items of charges which were made on large sums in gross, and this defendant saith that he never was informed nor did he know until the fall of the year seventeen hundred and ninety five that they had stated or signed any account between the Complainant and the defendant.

This defendant further answering saith that he is ready and willing to submit to this Court or the Auditor thereof the final settlement of all accounts. and this humbly submits that he was justified in taking to his sole benefit the profits of the ferry as now is and in as much as the same hath been erected and supported at his sole expence because the said Complainant is largely indebted to him he conceives he has a right to apply the proceeds of the said ferry to the payment thereof — That this defendant hath permitted the Complainant to receive a moiety of the profits of the ferry heretofore since the service of the Injunction issued in this cause, — That this defendant hath since erected a ferry upon upon his own land his own expence lower down the river in no wise connected with or dependant upon the ancient ferry on the Complainants land which this defendant humbly insists he hath good right to do. and this defendant

saith that the agreement of the Complainant and him to divide the profits of the said ferry was not meant or intended to be perpetual, but only for such time as the boat. rope and appendages of the ferry erected at their joint expence should last. this defendant further answering saith that he is proprietor of the lot No. 88 on the westermost side of Patapsco river in Elk ridge in Ann Arundel county and opposite to United Friendship which he uses as a landing place on that side of patapsco river that a part of the Baltimore company assented to permitting the use of an acre of land as a landing on their land on the west side of the said river and the same was temporarily used as a landing place for the ferry heretofore established. but this defendant denies that any lease was ever executed to the Complainant and this defendant jointly at the request or with the consent of this defendant or otherwise to this defendants knowledge. — And this defendant further answering saith that there is no public road leading to the old ferry on the landing place temporarily granted by the Baltimore county; that it is uncertain in what direction or at what place the public road will when established as contemplated. cross patapsco river aforesaid. and this defendant presumes that if the same should cross the same thro. that part of United Friendship held by the Complainant that he would not assent to this defendant participating in the profits of a ferry established on such land. — and this defendant humbly insists that as incident to the ownership of the part of United friendship by him held and also as proprietor of the said lot No: 88 both of which estates belong exclusively to this defendant as his private estate and property, that he hath full right to erect or establish a ferry for his own exclusive emolument on any part of either of the said tracts without the consent & against the will of the Complainant, and that he ought not to be restrained or prohibited from so doing by this honorable Court. — and this defendant denies all fraud wherewith he is unjustly charged by the said Bill. without that, that there is any other matter or thing material or necessary for this defendant to make answer unto and not herein and hereby well and sufficiently answered unto confessed or avoided traversed or denied is true. — And this defendant humbly prays to be hence dismissed with his costs and charges in this behalf most unjustly sustained. —

J Winchester Defend.ts Solicit.r —

Baltimore County S.t on this 6.th day of January 1798 Samuel Norwood made Oath on the holy Evangels of almighty God that the several matters and things stated in the foregoing answer are true to the best of his knowledge and belief. —

Sworn before J. Calhoun. —

To the Honorable Alexander Contee Hanson Chancellor of Maryland. —

The answer of Samuel Norwood of Baltimore county to the amended bill of complaint