This deponent says the said ferry is at particular seasons of the year greatly resorted but from this deponents keeping a shop within forty yards of said ferry & knowing the situation thereof it is in his opinion of much less value than is generally supposed (this deponent has heard some persons (speaking at random) say that it was worth annually seven or eight hundred pounds, but he doe's not think it would be worth one half that sum or near it. — —

Mr. Horatio Johnson produced and sworn on part of the Complnt.

Ans.r to 32d. Interrogatory. that there was some time before Saml. Norwood took the ferry into his possession a conversation between him this deponent & defendant relative to a large debt which Saml. Norwood said Edward Norwood owed him and would stop Edward Norwoods part of the ferry until it was paid this conversation took place at the house of this deponent in the summer season this deponent supposed the debt alluded to was on account of a settlement made by messrs. Hammond, Maccubbin & Gaither including his part of his fathers estate which settlement Saml. Norwood denied the propriety of

Adjourned to nine O'clock monday morning next. request of complainant. —

Baltimore 19th. february 1798.

Commissioners met agreeably to adjournment. —

present R B Latimer
Geo: Buchanan.

Mr. Edward H Hall produced & sworn on part of Complt.

Ans.r to 32d. Interrogatory. — That there was some conversation took place respecting the ferry between Mr. Samuel Norwood & him this deponent in session of 1796 this conversation past in consequence of this deponent being a member of a Committee of the legislature of Maryland appointed to report a bill for laying out a turnpike road from the City of Washington to Baltimore town, which committee had determined to make a number of calls in said road among others the said Committee determined that said road should cross Patapsco river at Edw.d & Saml. Norwoods ferry, established by William Hammond Edward Gaither and Zachariah Maccubbin. — Mr. Norwood the defendt. objected to his name being mentioned in the bill with his brother the Complt. — this deponent enquired the reason and told him the defendant, that he this deponent had always understood it was a joint property of them both, the defendant said it was but that his brother owed him a large sum of money, and treated him very ill. — that he the

defendant was determined to keep it until he was paid, and sooner than there names should be mentioned together in the same bill, the ferry might go to hell or words to that effect. — Interrogatories put to Mr. Edward H Hall on part of the Defendant. — First was the call to Norwoods ferry as established by Hammond Gaither and Maccubbin introduced into the bill referred to in your answer to Complainants 32d. Interrogatory at the instance of any person and if so. at whose instance was the particular instance was the particular expression inserted relative to the said ferry as established. — Had you any & what conversation or correspondence with the Compl.t relative to said ferry or bill. — 2d. In the conversation stated to have taken place between you and the defendant, did or did not the defendant state that there was a suit in Chancery between the Complainant and him relative to the said ferry and the rent & profits thereof. and he produce or refer you to any agreement or other paper or writing relative to the same; if so what was the same. — Mr. Edward H Hall answers to 1st. Interrogatory, He thinks the call to Norwoods ferry introduced in said bill was first mentioned by Mr. Hay or Mr. Thomas, but the particular expression relative to said ferry was inserted at the instance of the deponent. — This deponent had conversation with the Complain.t relative to said Bill, who requested the deponent as a member of the house and of the Committee to support the call to said ferry but the particular expression of the call were not mentioned by the Compl.t to this deponent. — 2d. That in the said conversation with the defendant the defendant objected to the expressions in said Bill during the same session of Assembly, but at a short time subsequent to said conversation, the defendant stated that there was a suit in Chancery relative to said ferry. The defendant recapitulated the conversation before stated but this deponent does not recollect that the particulars of said dispute were stated to him, but the defendant produced a paper or papers which the defendant said would inform the deponent the nature of said dispute. but which paper or papers this deponent did not examine; this deponent thinks that he at the same time mentioned to the defendant, that he the deponent was not solicitous about the particular expressions provided the call was preserved, in conversation with the defendant, the defendant told him he had moved the ferry: This deponent enquired the cause, the defendant told him the land on the Anne Arundel side was not their property, they had agreed to lease it from the Baltimore Company, but that his brother had guaranted