became mutually bound for each other unto the said Cumberland Dugan for the price of their respective purchases; that a few days after the sale when this affirmant was about to leave Baltimore it was agreed by and with the knowledge and consent of all the parties that the said Cumberland Dugan should convey the whole of the premises as well the lot purchased by the affirmant as aforesaid as the other two lots unto the Defendant; that when such Conveyance was agreed upon William Davis the Complainant declared it was done in confidence and as this affirmant understood upon trust that so soon as the said Defendant should be relieved from his suretyship on account of the lot purchased by this affirmant as aforesaid the same should be vested in the said Complainants, for whose use it had been purchased as aforesaid that this affirmant directed such Conveyance to be made accordingly and never understood meant or intended that the same should convey any other property or interest in the lot by him purchased as aforesaid, but on the terms and for the purpose of indemnifying the Defendant against the security into which he had entered as aforesaid; that at the time of entering into the security mutually for each other to the said Cumberland Dugan as aforesaid this affirmant received a bond from the Defendant in the penal sum of six hundred pounds or thereabouts conditioned to indemnify this affirmant against the bond which he had executed to Cumberland Dugan for the purchase of the premises as aforesaid; that some time in the year 1795 subsequent to the commencement of the present suit the Defendant called upon this affirmant in Philadelphia (where this affirmant then lived) and produced and delivered up to the affirmant the bond executed as aforesaid to the said Cumberland Dugan whereupon this affirmant delivered to the Defendant the bond which this affirmant had received from him to indemnify the affirmant as aforesaid, that the Complainants were in possession of the premises at the time of the sale and continued so until this affirmant left Baltimore with the knowledge and as he believes with the approbation of the Defendant, and further this affirmant saith not.

Jos Stockton

Taken before us at the house of Alexander James Dallas the day and year aforesaid.

A. J. Dallas
Edward Fox.

James Gottier of the City of Philadelphia aged eighty years and upwards a witness produced sworn and examined on the part and behalf of the Complainants deposeth and saith that some time in the year 1793 soon after the sale of Cumberland Dugans property this deponent and a certain Ebenezer Greaves were requested

requested by the Complainants to make a tender of the purchase money of the house and lot which Joseph Stockton had bought for them at the said sale; that the Complainants accordingly gave to this deponent and the said Ebenezer Greaves the sum of one hundred and thirty five pounds with an additional sum for interest in order to make such tender; that this deponent and the said Ebenezer Greaves made the first tender of the money to Cumberland Dugan but he said that he had already conveyed the premises to Robert Walsh and supposed that he would take the money that the deponent and the said Ebenezer Greaves then proceeded to the house of the said Robert Walsh and informed him that they were come to make payment for the house and lot which Joseph Stockton had purchased for William Davis and his wife who had given the money for that purpose that the deponent and the said Ebenezer Greaves tendered the sum and interest aforesaid and requested the said Robert Walsh to count the same; that the said Robert Walsh declared he had no doubt about the quality or quantity of the money but observed that he had bought the premises for himself and did not mean to sell again, and further this deponent saith not.

James Gottier

Taken before us at the place and on the day and year aforesaid

A. J. Dallas
Edward Fox

And the said Cause so standing continued until October Court seventeen hundred and ninety seven the Commissioners named in the Commission from Baltimore made return of their proceedings under the said Commission as follows to wit

Baltimore 1. March 1797

Commissioners appointed by the Honble the Chancellor of Maryland in the Cause

William Davis & wife against Robert Walsh	Met and qualified to this Commission vizt George G. Presbury. Thomas Rutter and appoint Samuel Vincent their Clerk who was also qualified.

Summons's issued to Cumberland Dugan, Colonel Thomas Yates, Job Garretson, James Madewell, Dr Lyne Goodwin and Ebenezer Graves to meet at Mrs Levely's on Friday the third instant to which time and place adjourned, notice given to the parties.

Friday 3rd Commissioners met agreeably to adjournment

Present

George G. Presbury
Thomas Rutter

Adjourned to this day week ten o' clock in the forenoon.