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month in the year of our Lord one thousand eight hundred and forty two, and being the day until which this cause was further continued come again into the County Court here the parties aforesaid by their attornies aforesaid - And afterwards to wit on the eighteenth day of January in the year of our Lord one thousand eight hundred and forty two the said Daniel C. Digges, to whom the said aforegoing commission was in form aforesaid directed makes his return thereof together with his proceedings thereunder which are as follow:

"Henry D. Hatton Sr. and Mary C. his wife vs. Joseph Hatton. -	In Prince George's County Court as a Court of Equity. - October Term 1841. -

At the execution of the annexed commission issued out of Prince George's County Court, on the twenty eighth day of December 1841. and to me directed and empowering me to examine evidences in the cause depending in the said Court between Henry D. Hatton, Sr. and Mary C. his wife as petitioners, and Joseph Hatton as respondent, I the said Daniel C. Digges Commissioner therein named, did on the seventh day of January 1842, at the Tavern of William G. Hardy in the Village of Piscataway at the hour of 12 o'clock M. pursuant to previous notice thereof given to the said parties after having taken the oaths annexed to the said commission open the same and did proceed then and there in the presence of the complainant and the respondent to take the following depositions to wit:

Thomas J. Marshall a witness of lawful age, produced on the part of the respondent being duly - and examined to interrogatories filed with me by the Solicitor of the respondent, and herewith returned deposes and says:-

To the first Interrogatory. That he has known the parties to this cause for a number of years. The second and third Interrogatories were waived as to this deponent. -

To the fourth Interrogatory he answers and says that he does not know whether the said Lemima and Matilda Hatton were sureties on the bond or bonds given by the respondent to the Trustee Gustavus Brown or not, he thinks and believes that they were in 1838, and are now good and responsible for an amount between five and six hundred dollars said to be the amount of the purchase money for the land now in controversy. -

The fifth sixth seventh eighth and ninth Interrogatories waived as to this deponent. -

George T. Brown, a witness of lawful age produced on part of the respondent after having been duly sworn deposes and says:-

To the first Interrogatory that he has known the parties to this suit for a number of years.

To the second Interrogatory he answers and says, that the said Trustee Gustavus Brown, did sell the land and premises mentioned to Joseph Hatton the respondent - This deponent does not recollect the terms of sale - The purchase money amounted to five hundred and fifty or sixty dollars, and the sale took place in the Village of Piscataway. The third Interrogatory waived as to this deponent. -

To the fourth Interrogatory he answers and says, that he does not know whether the said Lemima and Matilda Hatton were sureties on the bond or bonds given by the respondent to the Trustee Gustavus Brown or not, he

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thinks and believes that they were in 1838, and are now good and responsible for an amount between five and six hundred dollars which he knows to be the full amount of the purchase money -

The fifth Interrogatory waived as to this deponent. -

To the sixth Interrogatory he answers and says, that this respondent has been in possession of the land and premises mentioned since 1838. -

The seventh and eighth Interrogatories waived as to this deponent. -

To the ninth Interrogatory he answers and says, that the papers herewith returned and marked Exhibits A. and B. are wholly and entirely in the hand writing of the said Gustavus Brown. -

William G. Hardy a witness of lawful age produced on the part of the respondent after having been duly sworn deposes and says. -

To the first Interrogatory that he has known the parties to this suit to a long time. -

The second and third Interrogatories waived as to this deponent. -

To the fourth Interrogatory he answers and says, that he does not know whether the said Lemima and Matilda Hatton were sureties on the bond or bonds given by the respondent to the trustee Gustavus Brown, or not he thinks and believes that they were in 1838, and are now good and responsible for an amount between five and six hundred dollars said to be the amount of the purchase money of the land now in controversy. -

The fifth, sixth seventh eighth and ninth Interrogatories waived as to this deponent. -

Henry D. Hatton, Senior a witness of lawful age produced on behalf of the respondent after being duly sworn deposes and says.

To the first Interrogatory he answers and says, That he has known the parties for a number of years. -

To the second Interrogatory he answers and says. That he does not know any thing about the said sale except from hearsay. -

The third fourth fifth sixth and seventh Interrogatories waived as to this deponent. -

To the eighth Interrogatory he answers and says, that this deponent has now in his possession a bond purporting to be executed by Joseph Hatton the respondent in this case, and Lemima and Matilda Hatton payable to Gustavus Brown, for an amount between five and six hundred dollars and dated some time in 1838, as far as this deponent recollects this deponents son is the complainant in this case, and came into possession of this bond by intermarriage with Mary C. Brown to whom the land in question originally belonged - This deponent holds the bond for the purpose of effecting a compromise between the parties to this suit.

The respondent Joseph Hatton informed this witness in 1838 or 1839, that he was then willing to give up the land if his bond was given up to him and this deponent was authorised by complainant his son to effect a compromise upon the above terms - He does not know how the complainant came into possession of this bond unless by his intermarriage with Mary C. Brown. -

Whereupon the petitioner exhibited the following cross interrogatory which is herewith returned, and the said Henry D. Hatton