of his father John Crawford and James Rowland at the time of their meeting as aforesaid at this Deponents house that the agreement was such that upon the debt due by John Crawford to James Rowland being paid, and the reimbursement of the money for obtaining the Patent said Rowland was to relinquish all his claim to the aforesaid Land. This Deponent further saith the said Land is situate on the Bank of Octoraro Creek in West Nottingham hundred, and that the said John Crawford bought said land from a certain John McAlister and was in peaceable possession of it until he died, and that James Crawford still continues in possession of said land to this day. To the 4th Interogatory this deponent saith, that he obtained his knowledge of a Patent having been obtained for said tract of Land from James Crawford and James Rowland at the time of their meeting at this deponents house as mentioned in the answer to the third interogatory, and that the Patent was obtained in pursuance of the agreement between John Crawford and James Rowland. To the 5th Interogatory this Deponent saith, that the Land was not vacant. This Deponent further saith that the parties who met at his house as mentioned in his answer to the third Interogatory did inform him that they had come there for the purpose of having his assistance in their settlement that at the time James Rowland refused to receive the money he this Deponant was much astonished, he then took said Rowland aside and advised him to take the money, and comply with his previous agreement made with John Crawford; to which he answered he would not unless he received about fifty pounds more for his trouble, and further this deponent saith not. Patrick Irving.

Stephen Porter of Cecil County aged seventy two years and upwards, being sworn and examined deposeth as followeth. To the 1st Interogatory this deponent saith that he knoweth the parties both Complainants and defendants; To the 2d Interogatory this deponent saith, that he knew John Crawford upwards of forty years, and that he died about the year A.D. 1797. To the 3d Interogatory this deponent saith that he was informed first by John Crawford and afterwards by James Rowland that a verbal agreement did exist between the said John Crawford and James Rowland relating to a certain tract of situate on the Bank of Octoraro Creek owned by and in the possession of the said John Crawford, and that the agreement as before mentioned by said Crawford and Rowland was as followeth, to wit; on the payment of a Debt due from said John Crawford to said James Rowland (for which suit had been brought) together with the interest & costs, as well as whatever money said Rowland might have expended in obtaining a Patent for said Land he the said Rowland would release his claim to the said Land, at the request of the aforesaid John Crawford, this deponent went with James Crawford (son of said John Crawford) to meet with said Rowland, which they did on the way, and after conversing on the subject of the aforesaid agreement he the said Rowland did admit it to be as above stated, this deponent then informed said Rowland that James Crawford who was then present had the money and was ready to pay him. The Deponent then commenced counting the money upon which James Rowland went off instantly. John Crawford was in peaceable possession of said land until his death and his son James Crawford continued in possession of the whole Tract, until the Tenant of the late John Crawford was persuaded by James Rowland to take a lease from him for that part

of the Land the said Tenant had previously occupied, the residue of which land remains in the possession of the said James Crawford. This Deponent also saith that James Rowland has never performed his part of the agreement with John Crawford, but that John Crawford was ready & willing to perform his part of said agreement. To the 4th Interogatory this Deponant saith that he heard that James Rowland did obtain a Patent for said tract of land, and that James Crawford as agent for his father, furnished said Rowland with the title papers of said Land to enable him to obtain a patent in pursuance of the aforesaid Agreement. To the 5th Interrogatory this Deponent saith, that he understood from John Crawford, that the aforesaid Land was sold by the Sheriff for a debt he the said John Crawford owed said Rowland it being about twenty pounds previous to a payment being made in barrels in part thereof: The nature of the title previous to the Patent being obtained was, that it was part of the Nottingham Lots land and therefore was not vacant. This deponent further saith, that James Crawford one of the Complainants in this suit has resided on and peaceably possessed that part of said Land on which he now resides, at the time and since the said Land was conveyed by James Rowland to Israel Reynolds one of the defendants in this suit This deponent resides about half a mile from James Crawford one of the Complainants in this suit, and in habits of intimacy with him, and does verily believe he has not paid, nor ever did agree to pay any rent or other compensation to Israel Reynolds or any other person for said land, but on the contrary has continued to occupy cultivate and improve that part of said Land on which he lives without the let molestation or hindrance of Israel Reynolds or any other person whatever, until his goods & property was forcibly thrown out by a party who represented themselves as acting under the authority of a Jury, one of whom this deponent understood to be an Inhabitant of the State of Delaware, and who was in agreement to buy said land from Israel Reynolds if he would obtain a full possession thereof; this deponent further saith, that at the time said land was sold by the Sheriff as aforesaid, it was more valuable and the improvements thereon much better than at present, and this deponent further saith not. Stephen Porter.

The aforegoing are the Depositions taken on the part of the Complainants.

James L. Porter Com.r James D. Irving, Clerk

James Crawford & Hannah Marcus vs. James Rowland & Israel Reynolds

Interrogatories to be administered to any Witness to be produced and sworn in the part of the defendants to wit

1st Do you know the parties Complainants & defendants in the title of these Interogatories named in them and which of them, how long have you known either & which of them?

2d Do you know that James Rowland one of the defendants has at any & what time admitted or denied that he was agreed with a certain John Crawford deceased to convey to said Crawford any and what land. 3d Do you know who has been in possession of the tract of land called Crawfords Last Gift lying in West Nottingham in Cecil County for the last twenty or thirty five years?

4th Do you know, have you heard or can you say any thing further which may be useful to the defendants in the above case? If so state the same fully and particularly — October the 18th 1816.

I Gorden for Defendants

Test James Fendall Clk