agreement shewn by Exhibit X and delivered by him to his mother and hath either erased or destroyed the same & now refuses it to give it up.
10th Because the said answer doth not set forth a true account of the rents received by the said respondent from the property purchased by him by Fridge & Morris designating the names of the persons paying the time of payment and the amounts paid.
11th Because the said answer is in many other respects insufficient and evasive.
J. Glenn, Compt. Solr.

To the Honorable the Judges of Baltimore County Court sitting in equity
The seperate answer of William Morris of the City of Baltimore to the original Bill of Complaint lately filed against him and another by Robert M'Coull, Margaret M'Coull and others in this Honorable Court. This respondent saving to himself all exceptions to said Bill whether for form or substance for answer nevertheless thereto doth answer and say that he admits that the complainant Robert being indebted to the late firm of Fridge and Morris (of which this respondent was a partner) and to other persons did executte to said firm for its own benefit and the benefit of such other creditors a mortgage of certain leasehold property in the City of Baltimore, upon the foreclosure of which the said firm for the behoof of all the persons interested in the mortgage became the purchaser of the mortgaged premises and subsequently to wit on or about the 31st day of January 1831 (and not on the 3d day of July 1831 as charged in the Bill sold and contracted to convey the same property to George C. M'Coull son of the said Robert by an agreement under seal executed by himself and Alexander Fridge together with the said George a true copy of which said agreement is now on the files of this Court as an Exhibit appended to the answer of the said George to the Bill of Complaint in this cause. And this respondent further answering says that the settlement of the partnership affairs of the said Fridge and Morris having after their dissolution of partnership devolved principally on Alexander Fridge now deceased the negotiations for the sale above mentioned was conducted by that gentleman and this respondent therefore though he was doubtless consulted as it proceeded) is not competent to speak fully or positively of what transpired during its progress prior to his execution of the agreement hereinbefore referred to, but his recollection is clear that he and the said Fridge always considered the said purchase to have been made by the said George on account of his father and fathers family as well as himself, and in corroboration thereof he herewith files two letters bearing endorsements in the handwriting of the said Fridge and purporting to have been addressed to this respondent and said Fridge by the said George (and which he believes to have been written by the said George or for him by his direction) in reference to said purchase, these letters together with an original of the agreement of said aforesaid being all the documents in relation to this subject which he can find among the papers of said partnership. And this respondent further answering says that he distinctly recollects that both he and the said Fridge were influenced in concluding the agreement aforesaid which was favorable to the said George both in regard to price &



credit (the latter being unusually long) by their belief that he was in fact acting on behalf of his father and fathers family as well as his own and this respondents impression is strong that he was informed by the said Fridge that he (the said Fridge) had consulted some of the other creditors of Robert M'Coull interested in the sale in reference to the offer to purchase by the said George (Samuel Harden Esquire of the City of Baltimore being named by him as one) and that the parties so consulted expressed their willingness to accede to said offer in consideration of its being made on the behalf of aforesaid as well as on his own. And this respondent further answering says that the said George C. M'Coull hath not yet paid all the money due by him upon the purchase aforesaid there being a small balance yet payable.
J. Mason Campbell, Respt. Solr.

State of Maryland City of Baltimore to wit. On this 12th day of September 1840 before me the subscriber a Justice of the peace of the said State in and for the City aforesaid personally appeared William Morris and made oath that the matters and things stated in the foregoing answer are true to the best of his knowledge recollection and belief.
Sam. Purviance.

Robert C. M'Coull, and others, vs. George C. M'Coull, & William Morris.
In Batt. County Court in Equity.
To the Honble the Judges of Baltimore County Court sitting in equity.
The petition of the Complainants in this cause humbly sheweth. That they desire the removal of this cause to the Court of Chancery and pray an order to that effect according to the Act of Assembly in such case made and provided.
J. Glenn Compt. Solr.

On this 25th day of September 1840 in open Court appears John Glenn Esq. solicitor of the complainant in this cause and makes oath that the removal above prayed for is not intended for delay.
Thos. Hall, Clk. Batt. Cty Ct.

In Baltimore County Court in equity 25th September 1840.
Ordered upon the prayer of the Complainants that the Clerk do forthwith transmit the above cause and all the papers therein to the High Court of Chancery.
R. B. Magruder.

And afterwards to wit on the 7th day of October 1840 the Chancellor passed an order in the said cause in the words following to wit:
In Chancery 7 October 1840.
Ordered that the foregoing exceptions to the answer of the defendant Robert M'Coul stand for hearing on the sixth day of November next, provided that a copy of this order together with a copy of the said exceptions be served on the said Robert or his solicitor on or before the 19th Instant.
Theodorick Bland, Clk.

And afterwards to wit, on the 16th day of October 1840 the complainants by their solicitor aforesaid filed in the said cause the following admission of service of a copy of the exceptions and order thereon in the words following to wit.

M'Coull & others, vs. M'Coull & Morris.
In Chancery. Service of copy of exceptions & order thereon of the 7th October 1840 admitted by October 12th 1840.
Nelson & Buchanan, Compt. Solrs.