in the proceedings in that cause mentioned being parts of several tracts of land situate and lying in Harford County called "Widows Care" "Isles of Capree" and "Hopes Pleasant Hills" containing in the whole one hundred and seventy two acres of land more or less which lands adjoin the lands then and now owned and occupied by this defendant and adjoin the lot of ground so afterwards leased by this defendant as aforesaid to said John Withers and this defendant further says that at the request and for the use and benefit of the said Henry Scarff this defendant attended said sale and purchased said lands so offered by the said Robinson for the said Henry Scarff and this defendant says that shortly afterwards and before this defendant made said contract with the said Withers the said Scarff went into possession of the said lands so bought by this defendant for said Scarff as aforesaid and he says that he has understood & believed that said Scarff has paid for said lands. And this defendant admits that he was returned by the said Robinson as the purchaser of said lands but he says that he never claimed any interest therein or any right or title thereto, except that there was at one time a verbal agreement between said Scarff and this respondent for a purchase by this respondent from said Scarff of a part of said lands but not that containing Iron ore and said agreement was never perfected. And this defendant says that he always has been and still is willing to comply with his said contract made with said Withers but he admits that he has refused to make any lease of said Scarffs land to the said complainants, and this defendant says that he verily believes and charges it to be true that said Withers before and at the time when said lease was made to said Withers well knew that the said Scarff was the sole owner and possessor of the lands now claimed by the said complainants and in controversy in this cause and he says that he verily believes that the complainants before and at the time when they so bought out the same Withers well knew that the said Scarff was the sole owner & possessor of the lands now claim by the complainants & in controversy in this cause. And this defendant says that he has heard and believes it to be true that the said Scarff has contracted with the defendants Geiger and Small for a lease of a part of his the said Scarffs lands for the purposes in the bill mentioned and he admits that said Geiger and Smalls were at work on said lands raising Iron ore when stopped by the Injunction in this case and this defendant denies all & all manner of combination fraud &c and prays to be hence dismissed &c.

J. Parkin Scott Solr for Deft.

Anne Arundel County Sct, On this ninth day of February in the year eighteen hundred and forty one before the subscriber a Justice of the peace of the State of Maryland in and for the County aforesaid personally appeared Thomas Hope above named and made oath on the Holy Evangels of almighty God that the matters and facts set forth and stated in the foregoing answer are true as therein stated.

Wm. Glover.

The answer of Christopher Geiger agent and acting partner of Philip A Small and Samuel Small defendants to the bill of Complaint of Isaac Rogers and Joseph M Rogers complainants exhibited and filed against these defendants and others in Harford County Court in Equity and since removed to the High Court of Chancery of Maryland. This Defendant acting as agent answering says that he has been informed and believes and admits it to be true that Thomas Hope in the bill named did on or about the sixth day of October eighteen hundred and thirty four lease unto a certain John Withers also in the Bill named a lot of land containing fourteen acres more or less part of a tract called "Hope Pleasant Hills" situate and lying on or near Deer Creek in Harford County Maryland which lot was supposed to contain iron ore to a large amount and of great value and he admits that the said Withers did assign the said term and his interest in the said land and under the said contract unto the said complainants. And the defendant further answering says that he has been informed and believe and charge it to be true that long before and at the time when the said contract was made between the said Hope and Withers the said Hope and Henry Scarff were the owners and possessors of adjoining lands in Harford County aforesaid each of them holding his estate seperate and distinct from the other and each holding his said estate without the other having any right title interest or estate therein. And this defendant as acting partner is further informed and charge it to be true that the said Henry Scarff hath ever since been and still is in the sole and exclusive possession and enjoyment of this said estate. And further answering does say that on or about the twenty fifth day of February eighteen hundred and forty he made a contract and agreement with the said Henry Scarff to lease from him fifteen acres of land containing Iron ore and adjoining the ore Bank of the said complainant but lying altogether within the lines of the lands so owned and possessed by the said Henry Scarff and which had been so owned and possessed by him before and ever since the said lease from Hope to Withers. And this defendant admits that he did commence work upon the lands so leased them as aforesaid by raising Iron ore from out of said lands as they had a right to do and he says that they were so at work when they were by the said complainants wrongfully stopped by the injunction issued in this cause, and these defendants admit that they refused to permit the said complainants to work the mines upon the lands so leased by these defendants as aforesaid and they say that they have no knowledge of the other matters enquired of ~~of~~ in said bill and they pray that the said Injunction may be dissolved and they hence dismissed with the costs &c, and as in duty bound will ever pray &c. Christopher Geiger as agent & acting partner of Philip A Small & Samuel Small.

J. Parkin Scott Deft. Solr.

Commonwealth of Penn. York County S.S.

Be it remembered and it is hereby certified that on the nineteenth day of January in the year eighteen hundred and forty one before me the subscriber a Justice of the peace of the said Com. of Penn. and County of York aforesaid personally appeared Christopher Geiger agent and