land and the same was struck off to him that he made the bid, but said bid was for Henry Scarff.
To the 4th Inty. He cannot say who paid the purchase money he deponent never paid any part thereof nor does he think he ever gave his bond for the same, He has understood & believes said Scarff paid it.
To the 5th Inty "That said Henry Scarff had the possession of said land at the time refered to, but deponent is not positive who lived on it thinks Jesse Jarrett did, said Scarff has been in possession of it ever since.
To the 6th That when the complainants first commenced the digging of ore on the lands leased by them from Deponent a portion of the ore so dug was hauled on the land now in question for the purpose of washing that on said occasion Isaac Rogers one of said complainants remarked to deponent that he thought it would be better for him to haul the ore (thus washed and remaining on said Scarffs land) off first as he did not know what sort of a man said Scarff was he might get offended and prohibit them from taking it off" meaning by said remark as this deponent understood that he was aware said land belonged to said Scarff, That at the time said Rogers first mentioned to Deponent his intention of obtaining an Injunction he told said Rogers that said land was no part or parcel of that held by him under the lease from deponent and that he deponent never had any interest or estate in said land. That about the time deponent first entered into contract with Withers for the leasing of land for the purposes of taking ore he and said Withers were out examining the premises and this deponent now recollects distinctly of pointing out to said Withers the lines of said Scarffs land and that said Withers remarked in substance that he regretted deponents line did not extend further over as there was no doubt ore upon said Scarffs land which lay immediately adjoining the land then about to be leased by him the said Withers from deponent
Defendant Henry Scarff then produced on his part John Kean who being duly sworn as aforesaid testified in answer to the Interrogatories as follows to wit.
To the 1st Inty "He knows the land mentioned in the deed from Jno. Robinson to said Scarff now shewn him.
To the 2d Inty He was not present at said sale and knows nothing concerning it.
The 3d & 4th Intys not put.
To the 5th That said Scarff had said land in possession at the time refered to and has continued in possession ever since, He cannot say who was living on it at the time refered to.
To the 6th That deponent contracted with complainants to raise the first ore which was raised from the land leased by Hope for the purpose of hauling to the furnace which he thinks was in the year 1835 that it became necessary to wash a portion of said ore and deponent obtained from said Scarff the privilege of washing the same upon the land now in dispute distant some 30 or 40 feet

from the ore bank that after he deponent had washed some of said ore said Rogers requested him to bring the same back & drop it on the land so leased from Hope that deponent replies that it was too expensive for him to wheel it back and further that he had obtained the privilege of washing it for one year from said Scarff that thereupon said Rogers remarked that if he did leave it there it was at his own risk meaning as this deponent understood that if said Scarff would not let him said Rogers haul it off that he deponent should be the loser. That when deponent first commenced digging under said contract he called on said Scarff & Thomas Hope to point out the lines between them they done so & staked them out in his presence
Defendant Henry Scarff then produced on his part James Scarff who being sworn as aforesaid testified in answer to the aforesaid interrogatories as follows.
To the 1st Inty "Knows said land"
The 2d 3d & 4th not put.
To the 5th He is not positive but thinks Jesse Jarrett resided on said land at the time referred to, Henry Scarff had possession of it then and has retained the possession ever since he also had possession of it at the time of the second sale made by Robinson and a portion of his crops in the ground.
The further examination of evidences was then postponed until the 8th day of August 1842 in Bel Air at which time and place John Robinson a witness on the part of Defendants appeared and being sworn as aforesaid deposed as follows in answer to the Interrogatories before filed & mentioned.
To the 1st Inty, He knows the land & premises refered to in said deed which is now shewn him."
To the 2d Inty He was the trustee who sold said land & therefore present on said occasion.
To the 3d Inty "Has Thomas Hope was the highest bidder and purchaser he made the bid and this deponent so reported the sale.
To the 4th Inty "That Henry Scarff paid to deponent all the purchase money."
To the 5th He cannot say has no recollection.
To the 6th Inty, That on payment of the last note given for the purchase money of said land, said Scarff demanded of deponent a deed for it which he refused to give without the directions of the Court to that effect in as much as he has returned the land sold to Hope the time refered to was about 18 months after the sale.
There being no other witnesses present and the parties not appearing the commission was adjourned to meet at some future day to be agreed upon between the parties & Commissioners.

Bel. Air Sept. 23. 1842.

This being the day fixed upon for the further examination of evidences in the cause aforesaid the parties appeared in person and the Complainants having filed five sets of Interrogatories marked respectively "Compltt. Interrogatories No. 1, 2, 3, 4 & 5 produced George Lemmon who being sworn as aforesaid in answer to the Interrogatories marked Compltt. Interrogatories No. 1, testified as follows,