Memorandum, The exhibits referred to in the aforegoing answer were taken out by the counsel of the said Defendant for proof and never returned. And on the day and year last aforesaid the said Defendant by his counsel aforesaid filed in the said cause his interrogatories and petition in the words following to wit.

Alexander C Bullit, } In Chancery.
ats. } Interrogatories on the part and behalf of
William W Handy. } Alexander C Bullit the Defendant in the above cause to be propounded to and answered by William W Handy the Complainant.

1st When and by whom were the lots of ground and premises mentioned and described in the proceedings in this cause purchased and for what purpose were the said lots of ground purchased.

2d Were not Dr. Horatio Yates Jamieson, Dr. Samuel Annan and Dr. Henry Miller and Dr. Samuel R Jennings interested in the said purchase.

3d For what purpose was the said purchase made and for what purpose was the building used and occupied.

4. When did you and your associate cease to use and occupy the said building.

5. Was not the said building worth four hundred dollars per annum as a medical school and could you have had the same accommodations elsewhere for the same money.

6. Did not the said Alexander C Bullit pay the taxes upon the said premises as he hath set forth in his answer as you know have heard or believe to be true.

7. Was not the said Alexander C Bullit paid and when did he pay the several sums of money set forth and stated in his answer and for which the receipts are endorsed upon the bond of conveyance

8. Are all or any and which of the said receipts in your proper hand writing. If you state which of them are in your own hand writing

9. Are any of the receipts endorsed upon the said Bond of conveyance in the proper hand writing of Dr. Samuel Annan. If you did he receive the monies therein specified and was he authorised to receive the same.

10th Did you know of the said payments to Dr. Annan at the time or shortly after they were made. If you did you object thereto.

11th Has Dr. Samuel Annan any interest in the balance of purchase claimed to be due on the said purchase. If you state the nature and character of the said interest. If may when did his interest cease and determine.

12. Was any other person or persons any interest in the sum now claimed to be due in this cause. If yea state the same.

13. Where and in what building were the lectures of yourself and your associates delivered in the winter of 1834, 1835?

14. When was the furniture and apparatus of yourself and associates moved from the building herein mentioned and when was possession thereof delivered to the Defendant.

John Scott, Sol. for Deft.

To the Honorable Theodorick Bland, Esq. Chancellor of Maryland.

The petition of Alexander C Bullit the defendant in this cause

humbly sheweth, that he filed certain interrogatories in this cause to be propounded to and answered by William W Handy the complainant. That justice and equity require that the said William W Handy should answer the same. Your petitioner therefore prays that the said William W Handy may be required to answer the said interrogatories and that he may have such process as may be necessary and is usual in such cases to compel an answer and he will pray &c.

John Scott, Sol. for Pet.

And thereupon the Chancellor passed the following order.

In Chancery 11 July 1838.

Ordered that the said plaintiff William W Handy make answer on oath or affirmation to all and each of the aforegoing interrogatories on or before the fourth day of September next provided that a copy of this order together with a copy of the said interrogatories be served on him on or before tenth day of August next.

Theodorick Bland, Ch.

And afterwards to wit on the 31st day of August 1838 came the complainant aforesaid by his solicitor aforesaid and filed in the said cause his answer to the Interrogatories filed by the defendant in the words following to wit.

Alexander C Bullit, } In Chancery.
ats. } Answers of William W Handy to the Interrog-
William W Handy. } atories filed against him by the Defendant.

1. To the first he answers that the said lot or lots of ground were purchased on the day of 1834 by respondent for the purpose of erecting a building for the use of a medical school.

2d To the second He answers that the purchase alluded to was made by the respondent alone the conveyance was to him there was no agreement written or verbal between him and the persons named in this interrogatory in relation to any interest which they were to have in the purchase althought it was understood and intended that they should have an interest, In this sense it may be said that they were at the time of the purchase interested therein.

3d To the third he answers that the purchase was made for the purpose stated in his answer to the 1st Interrogatory.

4th To the 4th He answers that the building ceased to be used by him and those associated with him at the period when the said Bullit purchased the same to wit on the 28th day of May 1834, the said Bullit on that day took a bond of conveyance for the property after having paid $3000, and agreed as stated in said bond to pay the balance in instalments on the first day of June, August & November then next ensuing, He failed to do this in consequence of which the said Handy and his associates were rendered unable to procure a suitable building for their purposes It was therefore agreed and understood between the said Handy and the said Bullit that said Handy was to have the use of the building for the ensuing course of lectures as a slight compensation for the loss and inconvenience they had sustained in consequence of the neglect of said Bullit. This period lasted from the first monday of October 1834 until the last Saturday of February 1835 a period of about four months, This was a peculiar favor to said Bullit