family &c as by extract of yr respondents deed to said Hanson herewith filed marked No. 2 appears that afterwards about the year 1844 said Hanson the trustee and yr respondent finding that the interest of said Knox and family required a sale of said land) yr respondent consented to a sale thereof to said Samuel and the same was accordingly made by the consent and approbation of all yr respondent further states that while interested in said lands aforesaid mentioned he was informed of the vacancy now called Morris Landing & some time in the year 1816 as by the patent thereof appears obtained a special warrant to survey and take up said vacancy and had it surveyed and laid off as by the copy of the records of the surveyor of this County herewith filed marked Exhibit No. 3 and prayed to be taken as a part of this answer will appear that after and about the same time to your respondent and John M Hanson aforesaid became informed of other vacancies adjoining to said Knox's land and for the ascertaining the correct location of the said land and add vacancies they or according to yr respondents recollection, yr respondent alone obtained a special warrant to resurvey or survey and to add vacancies, That about the time when this last mentioned warrant was about to be executed a contract as aforesaid having been made as aforesaid with said Chapman for the sale of said land he also obtained a special warrant of resurvey &c as by the copy from the records of Charles County surveyor marked No. 4 herewith exhibited will appear and which said special warrant yr respondent said Hanson and Chapman agreed for the convenience of said Chapman and that the title might be the better secured to the said Chapman as purchaser should be executed instead of the respondents special warrant and that the cost of the execution thereof the survey &c should be paid by said Chapman and yr respondent that this warrant in pursuance of said agreement was executed and all the costs and expenses were paid by yr respondent, that this warrant was not intended nor did the survey embrace Morris Landing but under it Smithfield contained seventy two acres and two roods were taken up and secured to said Chapman as by exhibit No. 4 will appear that said Chapman paid the money for caution as stated not because he was interested in Morris Landing but as his part of the costs and expenses of executing said special warrant of resurvey &c of Knox's land yr respondent as aforesaid having in the first instance paid the whole thereof yr respondent positively denies that he ever received, any money or other consideration or ever sold or offered to sell to said Chapman said vacancy called Smithfield or Morris landing or for or on account of either piece or parcel of land as alleged in said Bill. Yr respondent further states that said Chapman in his life time never so far as yr respondent is informed pretended to claim any part of Morris landing but on the contrary always admitted said land to be the entire right and estate of yr respondent and rented the same for several years before his death of yr respondent; yr respondent further alledges that the said land called Morris landing was for several years after said survey &c and after the patent therefor was obtained by him in his exclusive possession and rented by him to sundry persons among others to a certain Rye who refused to pay said rent and yr respondent was forced to bring his action agt said Rye to obtain said rent. That on the trial of sd suit said Chapman as a witness for the respondent

proved the renting to Rye and so far as necessary the title of yr respondent to said land yr respondent cannot but remark that this pretended claim of title now set up by the complainants must have originated in some vague surmises without a knowledge of the facts and that by a wise provision of the laws of this State such supposed contracts or agreements relative to land or any interest therein must to enable the parties seeking to enforce them or such be reduced into writing so that such errors may not happen as yr respondent confidently alleges exists on the part of these complainants your respondent therefore having denied all or any agreement whether by parole or in writing relative to Morris landing also insists that if there was any agreement it was not nor is it alleged by complainants to have been reduced to writing and signed by the parties as required in such cases by law. nor did the said Chapman as is it alleged in said bill of complaint take possession of said land or pay the said sum of money as caution in virtue of said pretended agreement nor has there been any direct or implied claim on the one part or admission on the other part of title in said Chapman as by said Bill of complaint claimed or any thing done of in or concerning said Land in part performance of said agreement &c so your respondent insists that the prayer in said bill of complaint ought not to be granted yr respondent therefore prays that the injunction in this case granted be dissolved and that yr respondent be hence dismissed with his costs &c

N Stonestreet
W B. Stone for respondent

State of Maryland Charles County towit
Personally appears before the subscriber a Justice of the peace of the said State in & for said County on this 16th day of March A.D. 1855 William Morris the respondent in the aforegoing answer mentioned and makes oath upon the Holy Evangels of Almighty God that the facts set forth in the aforegoing answer are true to the best of his knowledge & belief

Sworn before Theodore Mudd

Exhibit No. 1

William Morris
To
John M Hanson

Deed of Trust dated the 8th Oct 1841 for one tract of land or part of a tract called Merricks Chance one called Galleys Rest, one called Mintwortho Rest one called Merry Hill one called Ogburns Hazard one called and known by the name of Part of Saint Barbary Manor, one called Farmers Discovery one other being part of Saint Thomas Manor one called Wheelers Palm or Farm, one called the Fig and one other tract or parcel containing about eighteen acres on which there is a mill seat, the whole said several tracts or parts of tracts and parcels of land lying and being in Charles County and containing together one thousand and four acres

True Extract from Liber A.B. No. 9 folio 162 & 163
Test John Barnes Clk

Exhibit No. 2

Robert D Knox
To
William Morris

Deed dated the 19th day of October in the year eighteen hundred and eleven for All those several tracts or parts of tracts or parcels of land towit one tract called Merricks Chance and one other tract called Galleys Rest containing one hundred and seventy acres