To the 6th Crop interrogatory. He answers and says. He did not.
To the 7th Crop interrogatory. He answers and says. He thinks he remarked in the presence of Mr Fisk to Mr Young that if the Canal Company were to be shut out from the land they would have the right if they chose to build a wall across the Canal on their ground below the basin which would prevent the use of the basin. Mr Fisk did not sanction the remark and I thought at the time that he would rather I had not made it.
To the 8th Crop Interrogatory. He answers and says, he did not.
To the 9th Crop Interrogatory. He answers and says, he did not.
To the 10th Crop Interrogatory. He answers and says, he did not.
To the 11th Crop Interrogating. He answers and says. He thinks not and that there is no land on the other side of the basin would be as convenient for the purposes of the Canal Company.
To the 12th Crop Interrogatory. He answers and says. The owners of this property have always rented a portion of it which was inclosed and lay to the east and clear of the basin and ground in dispute, since the Canal Company commenced work at that point.
To the 13th Crop interrogatory. He answers and says, The materials deposited on the land in question were stone and timber for the construction of the Dam & Locks. There was stone and timber deposited below this tract on the lands of Mr Shriver under a general permission to make use of his property West of the Mill race for the advancement of the work on the Canal. Stone was also deposited on that part of the lands of Mr St. C. Clarke included in the width of the Canal, but I think none or very little out side of the Canal.
To the 14th Crop Interrogatory. He answers & says. They did not.
To the 15th Crop Interrogatory. He answers and says. that he knows nothing of the matter.
To the 16th Crop Interrogatory. He answers and says he knows not.
To the 17 Crop Interrogatory. He answers and says he did not.

To the 1st Additional Interrogatory, he answers and says that he knows nothing of the matter.
To the 2d Additional Interrogatory. He answers and says it was.
To the 3d Additional Interrogatory. He answers and says that as the filling was made in part for additional security it is a part of the guard bank. The house erected by John Young is on that part of the guard bank.
To the 4th Additional interrogatory. He answers and says that it derives its whole value as a boat yard from the basin constructed by the Canal Company.
Which being read and heard the Court here passed the following Decree, to wit.

The Chesapeake & Ohio Canal Company vs John Young } In Allegany County Court sitting as a Court of Equity.

The above cause standing ready for a hearing the same was argued by Counsel, and the the bill, answer and proceedings being read & considered. It is thereupon this 8th day of October 1850 by the Court adjudged, ordered & decreed, that the injunction heretofore issued in this cause be and the same is hereby retained to afford any opportunity to Complainant to bring his action of Ejectment for the purpose of trying his title to the land and premises in question, provided that the said action be brought to the next April Term of Allegany County Court, and not after if not brought within the time aforesaid the injunction to stand dissolved & the bill dismissed with costs.

Which said Decree is thus indorsed on back, to wit. It is admitted that no action of ejectment has been brought as provided in the said Decree.
May 6th 1851.

Thomas S. McKaig
Sol for defendant.
Wm Price for Complt.

Afterwards to wit on the sixth day of May in the year Eighteen hundred and fifty one, the said Chesapeake and Ohio Canal Company by virtue and in pursuance of the provisions of the Act of Assembly in such case made and provided, applies to and directs the Clerk of Allegany County Court, to enter an Appeal from the Judgment aforesaid, so as aforesaid rendered to the Court of Appeals to be held for the Western shore of the State of Maryland which is accordingly done. It is thereupon ordered by the Court here that a transcript of the record and proceedings, with all things thereunto relating be transmitted to the Court of Appeals to be held for the Western Shore of the State of Maryland and the same is transmitted accordingly.
Maryland Allegany County, to wit

I hereby certify that the above is a true copy taken from the record of proceedings of Allegany County Court sitting as a Court of Equity.
In testimony whereof I hereunto subscribe my name and affix the seal of Allegany County Court the first day of July in the year 1851.

(Seal)

Henry Bruce Clerk of Allegany County Court.

Complainants Costs $17.10½
Making up record 25.80

Defends Costs $12.15.

And now come into the Court of Appeals here, as well the said Chesapeake & Ohio Canal Company by Wm Price & J. D. Roman Esqrs their attorneys, as the said John Young by Thos S. McKaig & M. L. McMahon Esqs his attorneys and thereupon on motion of the said John Young by his attorneys aforesaid, it is ruled by the Court here, that the said Chesapeake & Ohio Canal Company assign the errors in the record of proceedings aforesaid, or in the giving the Decree aforesaid, so as aforesaid brought before the Court of Appeals here, for correcting the errors supposed to be therein, or Decree by the Court of Appeals here, will be entered against them in default thereof. and the said Chesapeake & Ohio Canal Company by their attorneys aforesaid, say that in the record of proceedings aforesaid and also in the giving of Decree aforesaid, there is manifest error