ably as the friend of Complainant in saving him from Said Tyson and from his pecuniary troubles and is stated to various persons. The Complainant in his Bills alleges that the defendant has made large profits out of the said mine. infinitely more than enough to pay the said mortgage debt and interest and costs and has refused to account to Complainant and prays that defendant may be compelled to account to Complainant and after deducting the money paid to said Tagart and reasonable costs and charges may be required to recovery to him the said Bare Hill mine or such an interest therein as he may appear to be justly entitled to according to the true intent and meaning of said agreement J. and that he may have such other and further relief as his case may require.

The defendant Wilson in his answers to the original and amended Bills denies that any such contracts or private agreements as are set forth in said Bills were ever entered into between himself and said Complainant Watts. that the Exhibits filed by him which the defendant admits are authentic evidence any such contracts or agreements. He admits however the execution of agreement J. by Complainant and himself but alleges that it never went into effect for the reasons which will be stated hereafter. He alleges that there was a written agreement between them in relation to this purchase of Bare Hill Farm which has been mutilated or destroyed the name of the said Thomas B. Watts having been torn or cut from it. which said defendant files as Exhibit No 1. which he alleges was fairly made and executed and was finally consummated after the objections to it by Isaac Tyson Jr were withdrawn as shewn by the proceedings in the case above referred to by the deed from Samuel H. Tagart Attorney in fact of said Johnson Stock. which agreement is as follows

"It is agreed and bargained this 25th day of April 1846. between Thomas "B. Watts and Greenbury B. Wilson that the said Thomas B. Watts sells to "the said Greenbury B. Wilson all those tracts of lands bordering on Bare "Hills under the order of Baltimore County Court surveyed and laid out for "Twenty acres with all the improvements rights and privileges of mining "for any kinds of ores or minerals with his mothers life estate therein. also to "be conveyed to said Wilson to have and to hold to the said Greenbury B. "Wilson his heirs and assigns in fee forever." the said Thomas B. Watts "binding himself his and assigns to carry out and execute any deed or "deeds or instrument of writing to the said Wilson his heirs and assigns "in fee and clear of all incumbrances on the payment of the sum of "money due under mortgage to McJohnson Stock and on payment of said "Mortgage a full and clear title of said Lands to the said G. B. Wilson "his heirs and assigns." which writing appears to be attested by Luther Wilson the brother of the Defendant.

The defendant in his answer to the original and amended Bills asserts his title to the Bare Hill Farm and mine the property mentioned in the said Bills acquired fairly and bona fide for what was at that time in his opinion a full consideration and to vindicate his title to the said property and all the rights and privileges appurtenant thereto he refers to and relies upon and pleads in bar to the relief sought by the Complainant in said Bills. the petition of the said

Watts filed in the said cause of Stock vs Watts said defendant alleging that the said Watts agreed to sell him the said property upon the terms set forth in the said petition and to the order of said Court ratifying and confirming the said sale and to all other proceedings in said cause and to the deed of said property to this defendant from Samuel H. Tagart who was duly authorized and empowered to execute the same which is filed by him as an Exhibit. The petition of Watts above referred to which was filed in the said cause on the 27th day of April 1846 alleges "that the said Samuel "H. Tagart acting under a power of Attorney from the said Stock had advertised the said mortgaged property for sale under the act of 1826 Chap "192. in April 1846 but afterwards postponed the said sale. That the petitioner "had contracted to sell the said property to Greenbury B. Wilson for the sum "of $2100. in cash on the day of sale which sum is more than sufficient to pay "the said debt interest and costs. That he had notified the said sale to the "said Tagart and requested him to report it but that he had refused to do "so." The petition prays the Court to direct him to report the sale. The defendants admission in writing of the facts stated in the petition is appended to it. The sale was not reported by Tagart until the 20th November 1849 on which day it was ratified by the Court and the deed above referred to executed. The defendant alleges that the proceedings in the said cause and the said petition and other papers therein "contain "a true statement of the facts and circumstances attending the purchase "by him of the property therein referred to." In regard to the agreement which the defendant admits to be in his own handwriting of the 15 February 1849 before referred to as Complainants Exhibit J. defendant alleges that it never was signed or acknowledged by Complainants wife and never went into effect because from its date to the date of the deed to him from Tagart the said Davis held possession of the Copper mine on said property against his own release and assignment of it to the defendant for that reason no net profits could be realized under it and no work was done in the said mine under it: and that Evidences no legal agreement between the parties therein that he incurred considerable Expense in legal proceedings against said Davis which finally resulted in securing to the defendant his lawful possession of the said property after the Execution of the said deed in which he alleges "said agreement was arranged and determined." In regard to his letter to Complainant of the 22d November 1849 Complainants Exhibit K. defendant in his answer to the original Bill admits it to be in his handwriting but insists "that nothing contained in it can impair his title to Bare Hill Farm" He does not deny Complainants assertion "that he came to town in "consequence of this letter and told him that Complainants wife was "sick and could not come but that if defendant would draw up a "deed they would sign it in the country" and that "he assented thereto" and promised to settle when he chartered the mine.

In defendants answer to Complainants Supplemental Bill he alleges that whatever legal Effect said agreement J. might have been entitled to. the force and effect thereof if any are entirely merged in defendants Exhibit P. herein before referred to, which paper writing he admits he procured from Watts for the purpose of using it