in a trial with Davis and so informed Watts at the time though defendant denies that he stated to Watts that he wanted it for no other purpose.

This Exhibit P. which is not referred to in Defendants answer to the original Bill in this case but which as stated in Complainants Supplemental Bill was filed by the Defendant under the Commission to take testimony in this case he does not deny in his answer to said and to the Bill of Discovery filed in this cause having brought out to said Complainant and having asked him to sign the same — Defendant admits that he asked Complainant to sign his Exhibit A.W.P. which is in defendants handwriting and signed and sealed by Complainant and that some time afterwards and a few days before the trial Complainant wrote and Executed to defendant his said Exhibit P. which is as follows being a copy Exhibit A.W.P.

"All my right title and interest in the Bare Hill Copper Mines and the "Houses and improvements appurtenant thereto, during the term of five years "from the 10th day of July 1845 with the right of Reversion and possession there "of as secured to me I hereby assign and transfer to G. B. Wilson for value "June 1st 1849." Signed Thos B. Watts (Seal)

Respondent alleges that the foregoing agreement Embodies the substance of the original mutilated paper marked respondents Exhibit No 1. and that the agreement set forth in this Exhibit was perfected by the Deed above referred to from Samuel N. Tagart which he files as his Exhibit No 2. and is dated on the twentieth of November 1849 and which for the consideration of $21.000 conveys to the said Greenbury B. Wilson in fee "All the Tracts of land in Baltimore County called Bare Hills Nov. Containing 90 acres of land more or less described in the deed of mortgage to Johnzee Hook.

He also avers in his answer to the Supplemental Bill that said Deed was Executed in pursuance of the "petition of said Watts "already referred to" and "in conformity with the final contract stated in this Exhibit P. and that the "contract of purchase set forth in that petition was affirmed by this paper "writing marked Exhibit P." and "that the writing was a confirmation of the "original agreement between them which was fully set forth in that petition." And in his answer to the Bill of Discovery he says "that he "did request him to sign this paper writing as Evidence of his Complainants sale to this respondent" and that "Complainant Executed it as Evidence of the absolute purchase which the respondent had before made of the Bare Hill "Farm and Copper Mine" he knows his "Deed thereto was not then Executed "by said Tagart" Defendant admits that he agreed to give his notes for "the mortgage debt due to Hook; He declares that he is not aware that he had any influence over the mind of said Complainant; says that he does not know that said Tyson was anxious to get possession of said property admits that he did request a postponement of the sale of said property in accordance with the directions of said Watts. He states that he is not aware that the Complainant was offered before he the respondent purchased the said property a sum sufficient to pay the mortgage debt and denies that any partnership Exists between himself and said Complainant or that there is any joint ownership of said property but admits that he has remained on, occupied said land by his defendants consent for the purposes of tillage and of farming; He admits that he did propose to Christian

Keener to raise a Company to work the said mines but that he was unable to provide the necessary amount of subscriptions and defendant denies that he took possession of said mines and worked them under Complainants Exhibit J. he states that the propositions were made by him and Watts in regard to the purchase and working said mines yet none ever reduced into a Contract Except the one set forth in his Watts petition aforesaid. He admits that said Complainant was poor — he avers that the sale of said property was made to him for more than Enough to satisfy the said Mortgage, interest and costs — he denies that he ever made to the wife of Complainant the statements which in said Bill his is alleged to have made. He denies that Watts is not a man of business. He admits that he Employed and paid the said Solicitor by whom the said petition was prepared and filed, and he pleads the Statutes of frauds as a bar to the relief sought by Complainant in his Bill, and to any alleged Contract or agreement touching said lands. The defendant does not deny the Complainants allegations in his bills in regard to his distressed and embarrassed Condition or that he believed defendant to be "his best and only friend" or that he confidentially agreed with Complainant to buy in said property on the day of sale or that he was anxious to prevent the said Tyson from obtaining the same or that he said that he would defend the Lawsuit between said Tyson and Complainant or that he Employed Counsel to defend said Suit — or that he said defendant, pending the proceedings in said case of Hook vs Watts and subsequently thereto did not claim an Entire legal Estate in said mine or that in Conversation and in the letters referred to in said Bill he admitted an interest in said Complainant.

It appears from the proceedings and Evidence in this cause that the Complainant and his wife on the 21st day of October 1843 by deed of that date duly recorded conveyed by way of Mortgage to a certain Johnzee Hook 90 acres of land in Baltimore County therein described being the property referred to in this cause to secure the payment of $1657.27 cents in one year from the 20th September immediately preceeding. That the mortgage debt & interest being due and unpaid the said property was on the 31st day of March 1846 advertised by Samuel N. Tagart Esq. attorney for the Mortgagee for sale under the act of 1826 Chap 192 but was not offered for sale, and that subsequently after the petition of the said Watts above referred to filed on the 31st March 1846, stating that he had agreed to sell the said mortgaged property to said Wilson for the sum of $21000. and the Court to order said Tagart to report such sale — the Court on the 17th of November 1849 order the said Tagart to report said sale; which he did on the 20th day of the month on which day the said Watts and said Wilson filed in said cause their consent to the immediate ratification of said sale and it was on that day ratified by said Court and a deed thereof on the same day Executed by said Tagart as attorney of Watts to said Wilson in fee for the sum of five thousand one hundred dollars; which was about sixteen dollars more than the amount of the said Mortgage debt and interest and costs and expenses in said case of Hook vs Watts. It also appears that before said property was advertised as above mentioned and about the year 1840, a Copper mine had been discovered thereon and had been worked to some extent and was believed by some persons to be of great value.