paid by him for said Grove, other than the purchase money & executions as aforesaid; that independent of the the sum of money paid as aforesaid on the land, the complainant is largely in your respondents debt, this respondent denies that any payments or charges of complainant were at any time sufficient to pay the mere running account (distinguished from payments on land) between them; that for all rents paid by complainant he was thus credited on the running account & that there is now more than three years rent due & unpaid - your respondent was put from the date of the lease in April 1848 - 100 years rent by Grove - he received the further sum of $100, which he collected by a distress warrant, the whole residue is unpaid - This respondent has no recollection of having given a receipt for the payment of any money which recited that it was to be credited on account of the purchase and therefore he denies the same, as from the time of the first advance of money for complainant up to this time he was & is in his debt on account of money paid for him &c, and so great did this indebtedness become & his liability as surety so large, & becoming fearful of sustaining heavy losses by complainant, that to quiet this respondents apprehensions, complainant spoke to a certain John W. Holliday & prevailed on him to assign certain rents to respondent for his protection as surety & on no other account that all money received by respondent from this source was credited & paid on debts for which he was surety as aforesaid. Respondent becoming apprehensive of sustaining loss, from time to time pressed complainant to make payments to him on account of her running indebtedness, and to relieve him from his liability as surety, that complainant avoided and evaded all his overtures and put him off as long as possible, but at length respondent did get him before a certain Samuel S. Cunningham & endeavored to bring him to some adjustment of their open & running accounts that in & by this settlement complainant was found largely in respondents debt on the mere open accounts, without noticing the twelve or thirteen hundred dollars the purchase money, this respondent denies - that he has a copy of this settlement but one was furnished complainant which fully exhibited the items of debt & credit, & which is made an exhibit by complainant, but which unfortunately for the elucidation of the truth in this behalf is so much defaced & blotted in complainants possession as to be al most wholly illegible - the credits of your respondent being wholly obliterated whilst the charges against him are perfectly distinct, yet obliterated & torn as this exhibit is, your respondent hopes sufficient is manifest to show that complainant is largely in his debt. Respondent denies the payment of the six hundred dollars to him by complainant since said settlement as stated, or in any other way, or in any other sum or sums he denies that any part of the money paid for the land amounting to between $1200 or $1300, with the improvements as aforesaid has been

refunded to him or in any way & charges upon a fair settlement which he is most anxious to obtain complainant will fall largely in respondents debt upon all accounts, that complainant being in arrears for rent for the year ending in April 1853 respondent caused a distress warrant to be levied upon his property by a constable, & then received that years rent from him without a murmur or pretence that he did not fairly owe it - that finding complainant unmindful of the many acts of kindness bestowed on him & evincing a disposition to wrong & injure respondent, he as his landlord gave him notice to quit the premises, when he believes for the first time the idea of pretended payment occurred to him, & this respondent would have ejected complainant by due process of law had he not been enjoined from so doing by an injunction from this Honorable Court. Respondent is ready, willing, & anxious to come to a full, true & perfect account with complainant for all moneyed transactions had with him, and prays that the same may be taken in such manner as this Court may deem equitable — and utterly denying that complainant has paid him the amount of money he paid for him to Baker and Lucas under as aforesaid, & on the executions aforesaid, & any part thereof but charging that complainant is largely in his debt otherwise, he prays your Honor to dissolve said injunction & to permit him to proceed in such manner as he may deem most advisable to obtain his just rights, thus wrongfully withheld & interrupted by the complainant, and without this, that there is any other matter or thing unanswered which should be replied to he prays to be hence dismissed with his reasonable costs & charges in this behalf most wrongfully sustained.

Alex Neill Jr. Sol. for Respdt.

State of Maryland, Washington County, SS: On this 10th day of April 1854 came Isaac Long defendant named in the foregoing answer & makes oath before me a Justice of the Peace in & for the County & State aforesaid & made oath that the matters and facts & things set forth in the foregoing answer are true, to the best of his knowledge recollection remembrance & belief.

Sworn before. Wm H. Heaney

And thereupon the defendant aforesaid by his Solicitor aforesaid moved the Court here, to dissolve the injunction aforesaid

Whereupon the Court passed the following order, to wit:

William Grove vs Isaac Long } In the Circuit Court for Washington County, sitting in Equity

The defendant in the above cause having filed his answer to the bill of complaint, & having entered on the docket of this Court a motion to dissolve the injunction heretofore issued. It is thereupon this 14th day of April 1854 ordered