he and I are square, that matter is settled". He stated, that some time before that, he was afraid he would lose money by Mr Grove but he said the matter was settled now. I was satisfied from his conversation that Grove owed him nothing. My question had reference to the land — I knew of the land business — I suppose of course he understood, that I spoke of that — This is the substance of our conversation we talked a good while. 4th I do not know anything positive about anything else — there was something said about some lumber — but I have forgotten what —

To Defendants Interrogatory No 1. He answers and says he has fully answered. He thinks — the conversation occurred in Whitings Neck on Longs own land — on which I had bought the timber leave — no one was present besides ourselves — Longs own hands were working near I dont know whether in hearing or not. To 2nd Interrogatory. He says he knows nothing about the transfer — he has no relationship to Mr Grove & has no interest in this suit.

Attest D. H. Conrad, Commr. } (Signed) John W. Daily.

There being no further witnesses adduced before me. I do hereby close said Commission and return the same as therein directed. Witness my hand and seal this 22nd of November 1855

D. H. Conrad {Seal}

And thereupon, all further proceedings in the premises aforesaid, between the parties aforesaid, and by order of the Court here, were continued until the fourth monday of November next at which said fourth Monday of November, being the twenty sixth day of the same month in the year of Our Lord one thousand eight hundred and fifty five, come again into Court here, the parties aforesaid, by their Solicitors aforesaid

And the Solicitors for the respective parties aforesaid, filed in Court here, the following Agreement, to wit:

William Grove vs. Isaac Long's Executors & others } In the Circuit Court for Washington County as a Court of Equity. No. 1282

It is agreed by the parties to the above cause, by their Solicitors, this 26th day of November 1855, that the Commission issued to J. D. Brumbaugh Esqr. to take proof, and under which certain testimony has already been taken on the part of the Complainant, shall be kept open for further testimony for all the parties until the 10th day of January next; when the same shall be closed, and the cause set down for hearing at next February or March term of said Court

S. Weisel for Complt. Alex Neill, George Sebley for Defendts.

And thereupon all further proceedings in the premises aforesaid between the parties aforesaid, and by order of the Court here, were continued from term to term, until the fourth Monday of July next; at which said fourth Monday of July, being the twenty eighth day of the same month, in the year of Our Lord one thousand eight hundred and fifty six, come again into Court here, the parties aforesaid, by their Solicitors aforesaid. And the Solicitors for the said Complainant, filed in Court here, the following statement of Elias Baker, to wit:

William Grove vs. Isaac Long } In the Circuit Court for Washington County as a Court of Equity. No. 1282

Elias Baker of Washington County, produced as a witness on the part of the Complainant in the above cause, states that he & the late John V. Swearingen (now dead) had a deed of trust from the late Samuel Lynch Jr. for a small tract of land in Washington County, being "part of a Chenevy's Neck" and containing about fifty acres, more or less — That he & the said Swearingen as the trustees under said deed, sold the said land to William Grove the complainant, on or about the 10th day of September 1842 for fifty acres at twenty-two dollars and some cents (the precise sum not recollected) per acre, amounting in all to between eleven hundred and twelve hundred dollars, for which the said Grove gave him, he thinks, four notes on which, exceptone, he gave his son George W. Grove as security, one of these notes the said William paid in full and there was also paid for him by Stephen Bullebaugh on another of said notes (calling for $191.78) the sum of one hundred dollars. The balance of the said notes was put in suit in Washington County Court & judgments obtained at March Term 1845, the same standing as Nos. 232, 233 & 234. Trials. That on these judgments executions were issued, and while they were in the hands of the Sheriff he was informed by the said Isaac Long that he the said Long was to satisfy them & requested them to meet them in Hagerstown; which he accordingly did, & met the said Long & the said Grove in Hagerstown, about February the first 1847, as well as he can recollect, Mr. John D. Redemore the deputy Sheriff, being present, when a statement of the amount due on said Executions, including all costs, was made, as well as a statement of two small judgments and executions held by the said Baker in his individual right against said Grove & William Lynch; and that the statement hereto annexed is the paper, to the best of the recollection & belief, which was then made —

That on that occasion the said Isaac Long paid the whole amount of said executions as shown on that paper including the two small judgments & executions due to said Baker alone, out of which the Sheriff took & retained the costs & expenses to which he was entitled & the said Baker received the balance, which paid for the said land in full as well as the said two small executions, which were not on account