the interest.

William H. Handy a witness of lawful age was next produced on the part of the defendants being duly sworn and examined deposes and says, in answer to the 5th interrogatory, the 1st 2nd. 3rd. and 4th interrogatories being waived. That he was a Justice of the Peace of the State of Maryland in and for Washington County, and that William Grove (with whom this deponent says he is well acquainted) the Complainant swore to a bill of complaint before him, deponent says that said bill was filed in the name of John H. Holida as complainant against Adam Shoop and others as defendants in the, then, Washington County Court sitting as a Court of Equity. No 979, a copy of which is filed among the papers in this cause marked "J.W.H." and that he has, after being sworn by the commissioner, examined the original bill on file, shown to him by the commissioner, and that he there finds his true and genuine signature to the said affidavit taken before him as Justice of the Peace by said William Grove, by which he feels confident that said William Grove made said affidavit

There being no other witnesses to be examined and neither party desiring any further time for the production of his evidence, the commissioner thereupon closed said commission and hereunto returns the same under his hand and seal, together with said exhibits marked "G. H." and "Hed" to be taken as part of said testimony, this 29th day of March A.D. 1859

A. H. Wiles Commr. (Seal)

Here follow the Exhibits referred to by the Commissioner aforesaid and returned with the said last named commission, to wit.

To the Hon Thomas Perry, Judge of the Circuit Court for Washington County as a Court of Equity. The humble bill of complaint of Isaac Long and John H. Holliday sheweth. That they are seized in fee of certain lands in Washington County lying adjacent to the Chesapeake & Ohio Canal, and in the months of June & July in the year 1852 by their agent entered into an arrangement with the agent of the Said Chesapeake and Ohio Canal Company (a certain Lewis Barton) to sell to said Company two parcels of earth upon the lands so seized by your orators, which are more particularly described in Exhibits A & B. filed as parts of this Bill at and for the price of one hundred and fifty dollars per acre which were to be paid for in cash by said Company, or their agent. That in pursuance of said agreement the said Company paid to the agent of your Orators the sum of fifty dollars and the said Company, by their servants and agents, was permitted to go upon said land for the purpose of taking and carrying away the earth aforesaid and using the same in repairing the embankments of the Canal and have already carried off a large quantity of said earth and are doing irreparable injury to said land and they now refuse to pay the

contract price as aforesaid, and although your Orators have given notice to said Company to desist from taking away the said earth until they pay for the same, they still persist in carrying it away, and the said Company having all its property and revenues pledged to its creditors, your Orators are unable to obtain any compensation or indemnity for the wrong and injury inflicted upon them, in the way of damages or otherwise — and your Orators were in danger of having their property utterly ruined and destroyed. And forasmuch as your orators can have no relief, without the aid of this Court — To the end therefore that the said Company may answer the matters and things herein mentioned as fully and particularly as if the same were herein again repeated and set forth particularly interrogated. That a specific performance of said agreement may be decreed against the said Company and that it and its agents may be enjoined from taking or carrying away any of the earth upon said lands, until the same shall be paid for — And that your Orator may have such other and further relief as the nature of their case may require — May it please your Honor to grant to your Orators a writ of subpoena against the said Chesapeake and Ohio Canal Company, commanding it to appear in this Court, on some certain day, to answer the premises, and to stand to, abide and perform such decree as may be passed in the premises and also a writ of injunction restraining the defendants as aforesaid — and your orator will ever pray &c.

Spencer & Harbine for Complainants

State of Maryland. Washington County, Set. On this 29rd day of September 1852. personally appeared William Grove before the subscriber one of the Justices of the Peace of the State of Maryland in and for Washington County aforesaid, and makes oath in due form of law, that the matters and things stated in the foregoing bill are true as therein stated.

C. Sheppard

Ordered this 25th day of September 1852 that the court of Injunction issue as within prayed upon the Complainants executing a bond with security to be approved by the Clerk in the sum of $150.00

Thomas Perry.

State of Maryland, Washington County, Set. I hereby certify that the foregoing is a true Copy of the original Bill of Complaint now on file in my Office, being No 1207, on the Equity Docket

(Seal of Court) In testimony whereof I hereunto subscribe my name, and affix the seal of the Circuit Court for said County, this 22nd day of January A.D. 1859

Isaac Nesbitt, Clk

This Indenture made and concluded this fourth day of March in the year of our Lord eighteen hundred and forty eight by and between Elias C Baker and John V. Swearingen and William Grove and Williamina Grove his wife, all of Washington County,