of said attachments, That the first and second instalments of purchase money paid by said Anthony Reybold were of course applied according to terms agreed upon as hereinbefore stated; That this Deponent neither saw nor heard from the said Earle from the time of the payment of the said sum of Two hundred and twenty seven dollars until on or about the 30 day of September A.D. 1856 That in the latter end of the Month of September A.D. 1856 the time having arrived for the payment of the last instalment this deponent addressed a letter to the said Earle inquiring when the same must be paid; On or about the thirteenth day of September A.D. 1856 this deponent received in reply a letter from the said Earle a copy of which is hereto annexed marked B. In said letter no mention is made of the issuing of the said attachments. That this Deponent shortly afterwards saw the said Earle at the Girard House in this City of Philadelphia but the said Earle did not mention any thing about the said attachments but chief conversation being that Reybold had not paid the last instalment, A fortnight afterwards this Deponent called upon Daniel Dougherty Attorney at Law of the City of Philadelphia for the purpose of obtaining his professional assistance in the premises. He said Dougherty addressed a letter to the said Earle which letter was replied to under date of October 9th A.D. 1856 a copy of said letter is hereto annexed marked C. In said letter the said Earle incidentally alluded to said attachments and the reading of this letter was the very first information this Deponent had that any attachment had been issued. The said Earle has stated to this Deponent and to others that in his Earles opinion this deponent had no right to receive any thing from said sale and this deponent verily believes the object of the said Earle in failing to tell this Deponent of the issuing of said attachments was no other than a wrongful design to defraud this deponent of a debt to him rightfully belongs. That if the said attachments or any of them are permitted to stand great injury and injustice will be done this Deponent,

John Lewis

Witness signing
John Penis

State of Pennsylvania City of Philadelphia ss. Be it remembered and it is hereby certified that on this 22 day of June A.D. 1858 Before me John Penis a Commissioner of the State of Maryland appointed by the Governor thereof resident in the State and City aforesaid authorized to take the acknowledgement of Deeds and other Instruments under the seal and to administer oaths and affirmations generally and solemnly under said appointment personally appeared the above named John Lewis, who is known to me to be the person his representative to be, who being by me duly sworn did depose and say the foregoing statements to which he has in my presence signed his name is in all respects just and true. In testimony whereof I have hereunto set my hand and affixed my seal of my office

John Penis
Comr of Maryland

(Seal)

A the Exhibit referred to in the foregoing affidavit

Ellton January 11th 1859

Mr John Lewis.

Dear Sir, Your letter was duly received this day, The Farm on Sassafras Neck is now owned by Mr Reybold and he at his time in possession, Carman has returned to Cecilton, He paid me on account of rent $227.50 The balance of rent due shall be collected if possible. I have advised me when disposition you wish made of the rents received, I shall be in Philadelphia some Week or ten days hence and if you would like to see me and write unto I will advise you where and at what time I may be seen. Expecting to hear from you soon I am respectfully

Your obt Servt George Earle.

Ellton Sept 29 1856

P.S.
Mr John Lewis.

Dear Sir. Your letter of the 27th inst was duly received and I defered replying till I could say positively when I should be in Philadelphia, I shall leave home to night at 9 O'Clock and am on my Way to Harrisville Butler Co Pa. I expect to return from there on next Thursday or Friday I cannot say which I shall be at the Girard House on Thursday Night or Friday Night, Call there at about 8 O'Clock in the Evening and I shall probably see you. The money on the farm is also due, but the last payment has not yet been paid I have written to the purchaser and shall urge him up to make the payment, In haste.

Yours Respectfully George Earle,

(C)
Daniel Dougherty Esq.

Ellton Oct 9th 1856

Dear Sir.

Your letter of yesterday was duly received hereby know of this Morning John Lewis has an interest in land in this County which I shall sell as Trustee under a decree of our Chancery Court, The last payment on the purchase Money is due but not yet made and of the last payment Mr Lewis has to be paid a Forger has been consumed all the other payments are not yet still satisfied, I will collect the Money as soon as possible and the payment of Lewis interest shall be made to you, I will send you a statement by 6 days Mail, but our Court begins on Monday and I am pushed pressed pressed with business, In the course of a fortnight I shall be in Philadelphia and will take with me the Chancery papers and make to you a full Exhibit of every thing, Or if any thing should occur to prevent my going to the City I will send you a Written Statement, I must add that there are several attachments of the Creditors of Lewis on Lewis part of the money, I will get these attachments with costs go and will make a full Statement of the whole business,

In Haste Yours truly George Earle

And afterwards to wit on the said 20 day of April in the year 1859 John V. Herrick John Dealgar and John O'Groome administrator of Jacob Neck deceased filed in Court here their petition in the words and figures following to Wit

Sarah C. Earle
vs
John Lewis and Edmund Cannon

In the Circuit Court for Cecil County.
In Chancery.

To the Honorable John H. Rigg Judge of the Circuit Court for Cecil County, In Chancery. The petition of John V. Herrick John Dealgar and John O'Groome administrator of John Neck deceased respectfully shews that they