and therefore cannot be admitted to same. And this Defendant further answering saith that there has been no change in said Engineers Books. That the said Thomas Burnside on the fifth day of January in the year 1842 entered into an agreement in writing with this Defendant whereby he did agree to sell and convey to this Defendant all his the said Burnsides right title interest and claim to all that tract of Land afterwards called Whitelock Discovery and on the delivery of two hundred fish barrels to give him possession of the same and that this Defendant in consideration thereof did covenant and agree with the said Thomas Burnside to deliver to him ten days before the first day of March then next two hundred good Merchantable fish barrels at Garden Point at sixty five cents each for the first payment on said Land to pay to him the said Burnside one hundred dollars in good Merchantable fish barrels in one year from the 15 day of said Month of March then next, another hundred dollars in like fish barrels in two years thereafter another hundred dollars in like fish barrels in three years thereafter and seventy dollars in four years thereafter in like fish barrels all the last four lots of barrels to be delivered at the landing at Principio Furnace at a fair market price at the several times of delivery and all the above payments to draw interest from the first day of March then next. And this Defendant further answering saith, that to Rhens Nelling of the deed mentioned in the said Engineers Bill entered the 14 day of October in the year 1843 and made by said Burnside to the Complainants named in the said Engineers Bill conveying or purporting to convey an undivided Moiety of the said tract of Land and the transfer and assignments to the said Complainants by the said Burnside of all his equity, title and interest in the agreement, so as aforesaid accredited to have been made by and between the said Burnside and this Defendant, But this defendant further answering avers that on the second day of March in the year 1842 he did deliver to said Burnside two hundred fish barrels which were accepted in full satisfaction of the first payment for said lands, and that on the same day this Defendant was placed in possession of said Land as stipulated in their agreement with said Burnside and further avers that on the next day thereafter to wit on the third day of March in the year last aforesaid this Defendant therein being in possession of said Land and the said Burnside had an adjustment of all their affairs and that this Defendant then settled with said Burnside and found him in full of all demands and payments, denies that all the other or any of the said instalments or any part thereof remain unpaid, And this Defendant further avers that since the settlement aforesaid he hath frequently demanded of said Burnside that he should execute to this Defendant a good and sufficient deed of said Lands with a clause of general warranty as by the aforesaid agreement he was bound to do, But that said Burnside hath always refused so to do by reason which this Defendant hath sustained great loss damage and inconvenience which he prays may be enquired of by this Honorable Court and that such compensation may be awarded him therefor, And this Defendant further answering says that he knows nothing of the said Samuel Whitelock or any of his children or of the granting of letters of administration upon the Estate of said Whitelock to Dennis L Sullivan or to any other person, or of the residence of

said Burnside to said Whitelock or to any of his representatives, And this defendant further answering saith that he knows nothing of the marriage of Sarah A Whitelock to Doctor Hamilton King, or of their residence or of the death of James Hooper and John T Hooper or of the granting of letters of administration upon their or either of their Estates, And this Defendant utterly and with indignation denies that he is insolvent but avers that he is amply able to pay and his just debts both including All which matters and things this Defendant is ready and willing to verify maintain and prove as this Honorable Court shall direct and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained, And as in duty &c

George Earle
Mr A D Cresswell Solr for Wm Logan Dr

State of Maryland Cecil County Sct On this 17 day of September in the year 1858 before the subscriber, a Justice of the peace of the State of Maryland in and for Cecil County aforesaid, personally appeared the within named William Logan Jr and made oath that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief.

Sworn Before Ely Cosgrove.

Afterwards to wit on the 6th day of December in the year last aforesaid Summons issued out of the Circuit Court here in the words and figures and of the tenor following to wit

Cecil County Sct The State of Maryland To Frances A Ellis and James T Crawford Esquires Commissioners in Chancery for Cecil County

(Seal) Greeting

Be it known that you are appointed Commissioners to examine Evidences in a cause depending in the Circuit Court for Cecil County in Equity between James Hooper John Hooper and James Hooper Jr Complainants William Logan Jr Hamilton King Susan A King his wife Thomas Burnside Emily Whitelock Samuel R Whitelock and James L Sullivan Defendants Therefore you are required hereby fully to take the oath hereunto annexed and also administer the annexed oath to the person whom you shall appoint as Clerk to attend the proceedings of this Commission at such time and place as to you shall seem convenient you cause to come before you all such Evidences as shall be named or produced by either the Plaintiff or Defendants and that you examine them upon their respective oaths to be by you administered in the Holy Evangelists of Almighty God touching their knowledge or remembrance of any thing that may relate to the cause aforesaid and that you cause Notice to be given to the parties or their Attorneys of the proceedings of this Commission before you executed the same, and having received the depositions of the Witnesses so taken by you into Writing you send the same with this Commission thereunto under your hand and seal to the Circuit Court to be held at the Court House in Elkton in and for Cecil County aforesaid with all convenient speed,

Witness the Honorable John H Price Judge of the Sixth Judicial Circuit of Maryland and as such Judge of the said Circuit Court the 4th day of November A D 1858,

Issued the 6th day of December 1858. Wm H Hollins Clerk