James Twigg. The said Twigg and Christopher Keely made by parol a parti-
tion between themselves of the bottom lands in said purchase but made no
partition of the upland part of said lands; and after such partition down up
to the death of the said Twigg they occupied and enjoyed in severalty the
lands respectively divided between them and after the death of the said
Twigg the said Samuels and Young have held occupied used and enjoyed
the same in the manner as the aforesaid James Twigg did in his lifetime
under and in accordance with the terms of said parol agreement.

This respondent further admits that the Commissioners aforesaid are
unwilling to convey to the Complainant in this cause as devisee of James
Twigg the undivided half of said lands unless by the order and authority
of your Honorable Court inasmuch as the same is now claimed by the
said John Young.

And this Respondent is willing that a decree shall be passed
by your Honorable Court as prayed for in the Complainants Bill or is
willing to submit to any other decree that may be deemed by your honor or
Court legal and equitable in the premises.

Christopher Keely

And on the 29 day of June in the year last aforesaid the Commissioners
of Allegany County by Geo A Thruston their Attorney filed in the cause
their answer in the words following to wit.

William Twigg
vs
The Commissioners of
Allegany County and others

No 1393 Eq

To the Hon Samuel Wesel Judge of the
Circuit Court for Allegany County as a
Court of Equity.

The answer of the Commissioners of Allegany County to the Bill of Complaint
of William Twiggs filed against them and others as your Honorable Court
admits the purchase by Christopher Keely and James Twigg of the lands
and interests thereinby certain articles of agreement between the said
Christopher Keely and James Twigg on the one side and on the other
side and that Complainants Exhibit No 1 is a true Copy thereof.

This Respondent admits that Complainants Exhibit No 2 is a true
Copy of the lease executed by Mrs Harriet Pegman to him and that the
same was assigned by him to the said Christopher Keely and the said
James Twigg. He also admits that Exhibit No 3 filed with the
bill of the Complainant is a true Copy of the original paper which it
purports to be a copy and that the original thereof is the paper referred
to in the aforesaid agreement between of the one part and the said
James Twigg and the said Christopher Keely upon the other part.

This respondent admits the Conveyance by the said Thomas McCreary
Imslee to him, and that Exhibit No 4 is a true copy of the deed of
conveyance.

This respondent admits that during the lifetime of the
said James Twigg that Christopher Keely and the said James Twigg
paid to the said Imslee payments of their purchase money of said lands
and that after the death of the said James Twigg it instituted suits

upon the Bond given for the last payment both against John Hartley Executor of
the last will and testament of James Twigg and against Christopher Keely and
recovered judgment thereon against them respectively and that Exhibit No 5 contains
true copies of said judgments, and that said judgments and that said judgments
have been paid, one half thereof by the said Christopher Keely and the other half
thereof by said Keely at the request of the said John Hartley.

This Respondent admits the death of the said James Twigg as stated
in the said bill of Complaint and that Exhibit No 6 is a true Copy of his last will
and testament; this Respondent admits that John Hartley made of the lands
devised by the said James Twigg to the Complainant to and Thomas McManus also
sold the same to and John Young and that Exhibits No 7 and 8 filed with the bill of
the Complainant are true Copies of the deeds executed as they purpose to be.

This respondent has no knowledge of the manner in which said lands
have been occupied and possessed or by whom occupied and possessed since the
sale made by it to the said Keely and Twigg. This Respondent further admits
that it has not during the life of said Twigg nor at any time since executed a
Conveyance of said lands by the said James Twigg and Christopher Keely
nor since the death of the said James Twigg has it executed a deed of conveyance
for said lands to the Complainant in this cause as devisee of James Twigg
and said Christopher Keely.

This Respondent in relation to the averment in the Bill of Complaint that the
said Christopher Keely and James Twigg in his life time made a parol agreement
for the partition of the bottom lands of said purchase not knowing is not able either
to admit or deny said averment.

This Respondent admits that is unwilling to convey to the Complainant
in this cause as devisee of James Twigg the undivided half of said lands
unless by order of your Honorable Court inasmuch as the same is now
claimed by the said John Young but this respondent is willing to execute any
conveyance for the said lands it is bound by it as by your Honorable Court it
may be ordered to do.

In Witness whereof this Respondent has caused its
Corporate seal to be affixed to this its answer.

Test Jacob Brown
Clerk to the Commissioners of
Geo A Thruston Atty for
Commissioners of Allegany County.

And on the 29 second day of July in the year last aforesaid was filed in the cause
here the answer of Thomas McManus to the Bill of Complainant in the words following
to wit:

The separate answer of Thomas McManus to the Bill of Complaint of
William Twigg in the Circuit Court for Allegany County as a Court of Equity
filed against this respondent and others

This Respondent for answer to said bill says that he adopts the
answer of John Young filed in said cause as his answer and prays that said
answer of John Young so far as the matters therein stated and pleaded
may be taken as if they had been also stated and pleaded by this defendant.

T H Gordon for Respondent

And afterwards to wit on the 29th day of July 1863 the said William Twigg