Copy of Return served on S. D. Brady Sept 30th 1863 No 104 Trust Docket
B. F. Garlitz Shff.

And afterwards to wit on the 5th day of February in the year last aforesaid
unfiled in the cause hereto following answer to wit.

John T. Greenwade deed of trust to
Samuel D. Brady } To the Honorable James Wood Judge
of the Circuit Court for Allegany County. The answer of Samuel D. Brady
to the petition of John T. Greenwade and Joseph Sliney filed in this cause.
This respondent admits the execution of the deed of trust by John T. Greenwade
to himself as trustee upon the 17th of January 1860 and that the same is filed
in this cause. He admits that he has sold all of the real estate of the said John
T. Greenwade mentioned in the deed of trust and reported the same to your Honorable
Court. This respondent admits that under the said deed of trust he sold
certain personal property conveyed thereby upon and particular account of
which he has reported heretofore to your Honorable Court.

He denies however that he has received any negro slaves under
the deed of trust, but this respondent avers that prior to the execution of the deed
of trust he purchased from the said John T. Greenwade his negro slaves as
will fully appear by the two papers hereunto filed as part of this his answer
marked respectively No 1 and 2 so that this respondent avers that at the date
of the deed of trust the said John T. Greenwade had no title whatever to the said
negro slaves but had sold and delivered the same to this respondent long prior
thereto. This Respondent further answering says that on the 14th of February
1863 he made sale of certain personal property of John T. Greenwade after public
sale of due notice given thereof for the sum of One hundred and eleven and 47/100
dollars a particular account of which is hereunto filed which said account
your trustee had given to his Solicitor and supposed the same had been
embodied in a former report. This respondent further answering says
that there was a Carpet and two or three Cows which belonged to the said
Greenwade at the execution of the deed of trust which he did not sell because
he could not get possession of the property for making sale thereof.
This respondent further answering says that never received from the said
John T. Greenwade under the said deed of trust any Bonds accounts due
to the said John T. Greenwade nor is he aware that there were any such
nor has this respondent received from the said John T. Greenwade under the
deed of trust any Bonds notes or other claims whatsoever nor has he
received any money upon any bonds notes or accounts due to or belonging
to the said John T. Greenwade at the date of the execution of the said deed of
trust.

Geo A. Pearre Atty for S. D. Brady

The Exhibits No 1 and 2 filed with said answer are in the words following viz
Received from S. D. Brady twelve hundred dollars in full for a Negro boy by the
name of Tom which boy I warrant a slave for life warrant him sound
and hereby warrant and forever defend the title good against any claim or
claims that may come against him as Witness my hand this 15th
September 1857.

John T. Greenwade.

Received May 20 1859 of S. D. Brady twelve hundred dollars in full
for a Negro boy named Bill which boy I warrant a slave for life warrant
him a slave for life warrant and forever defend the title good against

any claim or claims that may come against him.

Witness my hand and seal John T. Greenwade (Seal)

And afterwards to wit on the 6th day of September in the year last aforesaid
unfiled in the cause an agreement in the words following to wit.

John T. Greenwade } deed of trust No 104 Trust Docket
to
Samuel D. Brady } In this case it is agreed and submitted that the tract
of land called Dell's unpatented by the State of Maryland to Moses Greenwade
the father of John T. Greenwade and certificate of resurvey made May 30th
1845 and that said tract called Dell's contains all the lands described in the
return of the survey made by Thomas J. White now filed in this cause endorsed
by the said made by said White to accompany his said return now also
hereunto filed and that Dell's is the same tract described in the Mortgage
hereunto filed which was executed by said John T. Greenwade to said Brady
and others and that said estate are included in said tract called Dell's. It is
also admitted that the signature of said John T. Greenwade to said Mortgage
is genuine and that said Mortgage is the same referred to in the deed of
trust from said Greenwade to said Brady filed in this case.

It is also admitted that the Copy of the Judgment in favor
of John T. Greenwade against Isaac Miller being No 6 Trials to January
Term 1863 is a correct Copy in short of a judgment in the Circuit Court
for Allegany County to be treated in this case as a full copy of the record
unfiled and authenticated that said Judgment was recovered upon a
Note or obligation of said Miller for the sum of $550 executed on the 22d
day of April 1854 and that said judgment was settled and paid as appears
by the entries on said Copy and the Copies of the orders of Samuel McSimmes
attorney for the plaintiff filed with said Judgment marked Copy of Judg't and
orders" and that said Simmes was attorney for the plaintiff as the record
states and that he gave said orders. Nothing herein or in this agreement contained
in relation to the judgment of John T. Greenwade vs Isaac Miller is in any
manner construed as an admission of the correctness and propriety of the entries
on said judgment entered in favor of third persons or of the rights of the said
John T. Greenwade and Samuel McSimmes his attorney to make said entries
and it is hereby understood that nothing herein is to be construed into an
admission that Brady has received any part of the said judgment, and
it is further admitted that the said suit was brought on the 23 day of September
1856. It is also agreed that the short Copies of Judgments in favor of Joseph Sliney
vs John T. Greenwade filed in this cause are true Copies and shall be treated
as if full copies of the records of said judgments were filed and authenticated.

It is also agreed that the signature of John T. Greenwade to the
assignment dated July 14th 1856 is genuine.

Geo A. Pearre Atty for S. D. Brady
J. H. Gordon Atty for Sliney & Greenwade

The copies of Judgments referred to in said agreement and filed therewith are in the
words following to wit. In the Circuit Court for Allegany County ap'd

Joseph Sliney } Term 1859 No 89 Trials
vs } 1859 April 11th Judgment for $2000 with interest
John T. Greenwade } from the 1st day of April 1857 and costs $ 7.26 1/3

any claim or claims that may come against him.

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