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him the said Sheriff to summon a Jury of Five persons to Enter upon view and condemn the land of the said Complainant in the said warrant described for the use of these Defendants as in said Warrant mentioned; and these Defendants further admit that said Warrant was issued to the said Sheriff as in said Complainants Bill of Complaint alleged; but these Defendants further Answering deny that said Application for said Warrant to the said Sheriff was made without authority granted by the Charter of these Defendants; and further answering these Defendants admit that the Sheriff of Frederick County by virtue of said Warrant did summon the Jurors in said Complainants Bill named to meet on the said premises on the third day of September Eighteen hundred and sixty Eight as in said Bill of Complaint alleged; and these Defendants further admit that the said Jury did meet on the said premises at the time in said Warrant mentioned and did condemn a portion of the said property of the said Complainant and did award him the Complainant as damages for the use and occupation by these Defendants of the property so condemned the sum of fourteen hundred dollars; And these Defendants further aver and state that these defendant by their Attorney did prior to the said Meeting of the said Jury on the said premises duly notify the said Complainant that a Jury had been Ordered to meet on the said Premises for the purpose of Condemning a part thereof for the use of these Defendants in widening Carroll Creek; And these Defendants further aver and state that on the Eighth day of September Eighteen hundred and Sixty Eight these Defendants did through and by the Hon Valerius Ebert Mayor search for the said Complainant with the intent to tender him the said Complainant the

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Amount of damages by the said Jury awarded as aforesaid: that the said Mayor acting for these Defendants was then informed by the said Complainants Son, who is the said Complainants Agent that the said Complainant could not be seen; that the said Mayor acting as aforesaid for these defendants did then in the name of these Defendants duly make to John Goshorn the said Complainants son and authorized and duly constituted agent a legal tender of a sum of money Amounting to and being fourteen hundred dollars the Amount of damages by the said Jury as aforesaid awarded to the said Complainant; And these Defendants hoped that the said Complainant or his Agent in his behalf would have accepted the said tendered damages; but the said Agent for and behalf of the said Complainant did without assigning any reason therefor decline to receive the said legal tender of fourteen hundred dollars so as aforesaid made to him; And these Defendants further Answering admit that after said tender and refusal, in pursuance of said Condemnation these Defendants did Enter upon and take possession of the land so condemned and that they were by their Agents at the time of the filing of said Complainants Bill Engaged in digging up said land for the purpose of widening Carroll Creek; and further Answering these Defendants deny that said Condemnation of said Complainants land and the said Entry thereon were acts of trespass as charged in said Bill of Complaint; and these Defendants further Answering deny that the said Condemnation and the said Entry are unwarranted by their Charter and without Authority of law; but on the contrary aver that the said Condemnation and Entry were made in pursuance of a right and privilege granted by the State of Maryland to these Defendants