


and charges in this behalf most wrongfully sustained.

Thos Johnson
N. J. Ross
Solicitor for Defendant.

Filed Aug. 26. 1869.

"Subpoena"

Maryland Jct

 The State of Maryland to Thomas Johnson of Frederick County Greeting. You are hereby commanded that all all excuses set apart you personally appear before the judges of the Circuit Court for Frederick County sitting as a Court of Equity to be held at the Court House in Frederick town in and for said County on the second Monday of May next to answer the bill and Complaint of Edw. Johnson against you in our said Court exhibited and so forth. Hereof fail you not as you will answer the contrary at your peril.

Witness the Honorable Madison Nelson Chief Judge of our said Court the 15th day of February 1869. Dated the 23rd day of April 1869.

To the Sheriff of Frederick County.

Endorsed Summons

N. D. Neighbors Shff.

Filed May 10. 1869.

Charles Mang
Clerk.

Replication

Edwin Johnson

vs

Thomas Johnson

No. 3464 Equity.

In Circuit Court for Fred. Co. sitting in Equity.

To the Honorable the judges of the Circuit Court for Frederick County sitting as a Court of Equity

The Replication of Edwin Johnson Complainant to the answer of Thomas Johnson Defendant to said Complainant's Original Bill

This Replianit coming to himself all and all manner of advantage of exception for the manifold insufficiencies of the said answer for and by way of Replianit saith that his said bill exhibited against said Defendant and all and every the matters &c. therein contained are true certain and sufficient in the Law to be answered unto by said defendant and that the answer of said Defendant is untrue and uncertain and insufficient in the Law to be replied to by this Replianit save and except that this Replianit doth admit to be true that after Complainant and Defendant entered into the agreement a copy of which is filed with Complainant's said Bill as "Exhibit A. H." and which Defendant by his answer admits that he entered into with Complainant as alleged the said Defendant pretended and claimed that this Replianit refused to deliver up certain property of said Thos. Co. Johnson as provided in said Agreement and therefore declined and refused to pay the Cash installments of Five hundred dollars in full till this Replianit should deliver possession of said property, but this Replianit shoves and charges that this Replianit denied that he still held any property of said Co. Johnson that he was bound to deliver to Defendant and claimed that said Defendant held articles of Personal Property of this Replianit improperly, and demanded the same and constituted Ezra M. Thomas his full and sufficient Attorney in fact to enforce said Agreement and settle said differences with said Defendant That said Defendant and said Ezra M. Thomas as Attorney of Replianit did agree to refer all questions in regard to said personal property contemplated by said Article of Agreement and property of Replianit in possession of Reft. to Andrew Keeler and Abraham Kemp for final and irrevocable adjustment