

called on to speak of matters within his own knowledge. But although this very guarded language of the defendant does look a little suspicious, yet it must be admitted, since no exception has been taken to his answer, that he has said enough to entitle him to rely upon the presumption of satisfaction.

The witness *Lewis Sutton* says, that the defendant admitted to him early in the year 1820, that he had not then paid the whole amount of the purchase money. This testimony positively contradicts one of the defendant's allegations, and diminishes the extent of the presumption relied on by him: it is calculated to shake our faith in his answer. Still, the claim is a stale one; and there is some scope left on which to rest a presumption of satisfaction.

The witness *Benjamin Carr* says, that about February 1825, "he had a conversation with the defendant *Walter Harrison* relative to the agreement between him and *Westeneys* and *Pattison* for the purchase of a tract of land called *Hunt's Mount* in Ann Arundel county: that the defendant commenced the conversation by informing him that *Pattison* and *Moreton* had laid down the land, and that they were now contending for it; that the first payment which he, *Harrison*, had made, was made in tobacco; after which payment there was a dispute took place between *Pattison* and *Westeneys*, each forbidding him, *Harrison*, from making any further payment to the other; and *Harrison* said he afterwards deposited the purchase money for said land in the bank." This testimony, which has not been in the slightest degree impeached, does most satisfactorily, when taken in connexion with all the circumstances of this case, repel the presumption, and account for the delay.⁽ⁿ⁾ Payment was not urged because of the dispute between those who were to receive; while that controversy continued, the defendant might have been very unsafe in paying to either of them; and therefore it was to his advantage to wait until they united in the demand or made it in this way by a suit, or in such other form so as he could be assured the payment might be safely made.

Whereupon it is decreed, that the defendant *Walter Harrison*, on or before the 26th of September next, pay or bring into this court to be paid to the said plaintiffs, *Joseph Moreton*, administrator *de bonis non* of *John Westeneys*, and to *James I. Pattison*, administrator *de bonis non* of *James Pattison*, to each