

by not paying the money as contracted in  
contract being forfeited on the part of Spencer the Vendor  
proceed with the sale & he is instructed that neither he nor  
on the accomplishment here in any legal or equitable claim  
for the surplus of the money beyond the sum of £1000. Spencer  
had stipulated to pay for it, This defendant has no  
knowledge that his father Philip died and entered into  
any contract with Spencer, or the complainant, by which  
he agreed that the land should be sold at public sale  
& he puts the complainant to prove the contract, if any  
was made, & the manner & terms of such contract  
This defendant utterly denies that Richard Spencer or  
the complainant was seized upon the said farm in  
his lifetime of his father or executed any act of ownership  
in it This defendant states that his father died  
on the second of November eighteen hundred & thirty nine  
& upon his death the estate fell into <sup>his</sup> hands & he held  
the estate that a boy of Richard Spencer's family <sup>in a few days</sup>  
was ploughing in the wheat under what circumstances  
This defendant does not now recollect, but this defendant  
states distinctly that Richard Spencer was the complainant  
and other witnesses of the farm  
This Defendant states that at the sale of the property