and sd himself which the said George Lux was bound to pay when the said George had such ample means for payment out of his own property which was answerable for it and that he would so wantonly sacrifice for so trifling a consideration property which from its vicinity to Baltimore Town was sure certain to become so highly valuable and from what was the conduct of the said Daniel Bowly after he became informed of his right it may be reasonably infered what would have been antecedently his conduct had sd he earlier known his right. But should it appear that the said Bowly has in any manner been consenting for any reason to the sale of the small part of ground which according to the first sale interferes with the five acres by the location he has claimed it as located on said plat, so far that the complainant should be considered entitled to relief as to that part. These defendants respectfully contend that they in equity are entitled to a recompence for it by being permitted to extend the long square in width so far as to contain five acres clear of that small part and they say say that on the said plat the five acres claimed by the said Daniel Bowly are included in the parallelogram formed by the lines beginning at the letter I running to the figure nineteen to the figure twenty to the figure fourteen and thence to the beginning. These respondents further jointly and severally say that of the whole sixteen acres and one quarter so conveyed to the said sd Daniel Lammot they do not include two acres they believe two acres of the ground so devised to the said Daniel Bowly therefore the said Dan Daniel Lammot and those claiming under him hold and enjoy at least fourteen acres and one quarter of an acre of the land so conveyed to him in the title to which is not contested and this has cost him no more than an five hundred and ninety three pounds fifteen shillings much less sp they believe than what it was worth at the time he purchased it and sd is as they believe at this time independent of the improvements thereupon worth not less than fifty thousand dollars. These respondents admit that the said Daniel Bowly instituted an Ejectment against the so said Daniel Lammot for the purpose of recovering so much of the said said land devised to him of which the said Daniel Lammot had had taken possession which on the abolition of the General Court was sent to the County Court of Baltimore County that at the said trial the judges of the said Court were of opinion that the said Bowly took nothing by the said devise that the Judges of the Court of appeals having reversed their judgment the record was by Procedendo sent back to the said County Court where the said suit is now depending the title which will appear by the record of the said proceedings a copy of which these respondents exhibit and pray that it may be taken as part of this their answer they admit also the death of the said Daniel Bowly

and that the said Defendants are his heirs and representatives. They also admit that the said Daniel Lammot is dead and that the said complainant are his heirs and representatives and have succeeded to his right. These respondents further say that most of the transactions concerning which they are called on to answer took place at a time when some of your respondents were not in the United States and when others of them from their youth and other circumstances could have little or no knowledge of them but that they have endeavoured to obtain what information they could and having no reason to doubt its correctness they thus answer and submit themselves to such decree in the premises as to this honourable Court shall seem agreeable to equity and good conscience without that that any other matter or thing in the said bill of complaint contained material for these defendants to answer unto and not herein and hereby sufficiently answered and confessed and avowed traversed or denied is true all which they are ready to verify &c. Wherefore they pray to be hence dismissed and that their cost and charges in this behalf most wrongfully sustained may to them decreed &c.

Luther Martin, William H Winder, J Meredith solicitors for Defendants.

Baltimore County to wit I hereby certify that on this fifth day of November in the year of our Lord one thousand eight hundred and seventeen before me the subscriber one of the Justices of the peace for the County aforesaid came the herein mentioned Defendants Henry Thompson and Ann L Thompson Charles Migman and Sarah Stewart Migman Peter Migman and Rebecca M Migman William Hollins and Eliza Hollins William Bowly Frances Bowly and Samuel H Bowly and being respectively duly sworn on the Holy Evangelists of almighty God did respectively declare and make oath that the several facts and allegations in this their answer contained are just and true as therein stated to the best of their knowledge or belief. John F Harris

The Exhibits mentioned and referred to in the foregoing answer are as follows to wit:

William Rufell & George Lux to Daniel Bowly

This Indenture made this seventh day of May in the year of our Lord one thousand seven hundred and ninety six between William Rufell of Baltimore County and George Lux of the same county of the one part and Daniel Bowly of the same County of the other part. Whereas the said George Lux by his Indenture duly executed bearing date on or about the sixteenth day of April in the year seventeen hundred and eighty seven and recorded among the records of Baltimore County in Liber WG No A folio 185 and 188 did bargain sell and convey part of a lot of ground in Baltimore Town distinguished by the number forty four and also part of the tract of land called Welsh's adventure and part of the tract called Chatsworth to the said William Rufell and Frances his wife and the survivor of them in trust among other things that the rents and profits should be applied to the use of the said George Lux during his life and after his death to the uses therein mentioned. And whereas also the said George Lux by two other Indentures duly executed bearing date on or about the seventeenth day of