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And at the same term came the said Kenelm G. Cheseldine, and Maria his wife, by Henry G. S. Key their Solicitor, and Clarissa Thomas administratrix as aforesaid, by Gerard N. Causin her Solicitor, and appeared to the said bill of Complaint, and at the same term the said Clarissa Thomas, administratrix as aforesaid, by her said Solicitor, and filed in Court her answer in the words following to wit.

The Answer of Clarissa Thomas, widow and administratrix, of Edward Thomas, to the bill of Complaint of Francis Knott. This Defendant, saving and reserving to herself now, and at all times hereafter, all manner of benefit and advantage of exception to the many errors and insufficiencies in the Complainants said bill of Complaint contained, for answer thereunto, or to such parts thereof as she is advised it is important for her to answer unto, answereth and saith, that she believes, at the respective periods and times mentioned in the said Complainant's bill of Complaint, the Deed from Kenelm G. Cheseldine to William Washington Bowling, the mortgage from the said Bowling to the said Cheseldine, and the release of said Mortgage from the said Cheseldine to the said Bowling, and the Deed from the said Bowling to the late Edward Thomas, therein also mentioned, and made a part of the said Complainant's bill of complaint, were executed and acknowledged, as stated in the said Complainant's said Bill of Complaint. This Defendant further answering saith, that she believes the land mentioned in the said Complainant's bill of Complaint was sold by her deceased husband, the late Edward Thomas, to the said Complainant, at the time and for the amount stated by him, and that the sum stated to have been paid, and notes executed, by the said Complainant, for the said Land, to the said Edward Thomas, was and were paid and executed as set forth in the said Complainant's bill of Complaint, and that the bond mentioned in the said Complainant's bill of Complaint for the conveyance of the said land, was executed by the said Thomas to the said Complainant. This Defendant further answering saith, that she denies all manner of combination and confederacy unjustly charged against her in and by the said Complainant's said bill of complaint; and further, this Defendant, so far as she may be concerned therein, denies that she ever refused to carry into effect the agreement aforesaid, between the late Edward Thomas, and the said Complainant, relative to the sale of the Land aforesaid. This Defendant further answering saith, that she admits she refused to refund to the said Complainant the money so as aforesaid paid to her intestate, and to deliver up the bonds so as aforesaid executed by the said Complainant to the said Edward Thomas, for the balance due on the purchase money as aforesaid; and this Defendant further admits that she has instituted suits on said bonds in Saint Mary's County Court. This defendant further answering saith, that she believes no difficulty about the possession of the aforesaid Land by the said Complainant would have occurred but for the death of the said Edward Thomas. All which matters and things this Defendant is ready to prove as this Court shall direct, and she therefore prays to be hence dismissed, with her reasonable costs and charges in this behalf most unjustly sustained. &c &c &c.

G. N. Causin Defendant's Solicitor

Saint Mary's County to wit. On this 15th day of July, Eighteen hundred and twenty four personally appears before me, a Justice of the Peace of the State of Maryland for Saint Mary's County, Clarissa Thomas, and makes oath on the Holy Evangels of Almighty God, that the facts stated in the foregoing answer are true, to the best of her knowledge and belief.

Sworn before, Maring F. Moore.

And the said cause so standing continued until March Term Eighteen hundred and twenty five, the said Kenelm G. Cheseldine and Maria his wife, by their said Solicitor, filed in Court their answer, in the words following, to wit

The joint and several answer of Kenelm G. Cheseldine, and Maria his wife, two of the Defendants to the bill of complaint of Francis Knott, complainant. These Defendants now, and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage of exception, that can or may be had or taken to the

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many errors, uncertainties, insufficiencies, and other imperfections in the said Complainant's said bill of Complaint contained, for answer thereto or to such thereof as these defendants are advised is material or necessary for them to make answer unto, answereth and saith, That they admit that this Defendant, Kenelm G. Cheseldine, with a view to raise funds for the payment of his debts, but not with a view to prevent the sacrifice his property, did execute the deed of conveyance to William W. Bowling, and he admits the execution of the Deed from said Bowling to Edward Thomas, and the other deeds from this Defendant to Bowling, from Bowling to Thomas, for the above purposes, as are stated and recited in Complainant's said bill of Complaint. This Defendant further admits the fact of the sale in pursuance of public notice of the said Land at public sale, to the highest bidder, by the said Edward Thomas, and that the said Complainant became the purchaser, and admits that he this Defendant was present, and that he this Defendant did not object thereto; he also admits that by the terms of sale the purchaser would be entitled to the possession thereof after New-Years day ensuing; that is to say, on the first day of January eighteen hundred and twenty four, and this Defendant admits, that he this Defendant was tenant thereof, and that the rent for the said eighteen hundred and twenty three, to be paid by him to the purchaser as aforesaid, was two hundred dollars; but this Defendant expressly charges, that in addition to the above terms of sale, it was expressly understood and known to the said Complainant, that the said sale and proceeds therefrom, was to enure to the benefit of this Defendant, and his creditors, and that said Complainant well knew that these Defendants still held such an interest in said premises, or purchase money, as a sense of duty, would required of them to protect, under circumstances that did shortly after arise. These Defendants further answering, beg leave to state, that some time in the summer of eighteen hundred and twenty three, to wit, on the Eighteenth July, as these Defendant believe, and during his tenancy of the said premises or Land, as sold as aforesaid, the said Edward Thomas, the Vendor, and his Trustee as aforesaid, departed this life, when this Defendant, finding his papers, and all the evidences of the debt of the said Knott for the said Land, in the hands of a certain Clarissa Thomas, who had administered on the (supposed to be insolvent Estate,) of the said Edward Thomas, and understanding that the said Knott was authorised to pay the said purchase money on his bonds to the said administratrix, and with a view to continue the said parties in notice of his rights, they these Defendants did, at August Court eighteen hundred and twenty three, and many months before the expiration of his tenancy, as aforesaid of said Lands, file this bill of Complaint to the honourable the Judges of Saint Mary's County Court, against the said Clarissa Thomas, administratrix as aforesaid, and the heirs of the said Edward Thomas denying their Interest in the premises, and praying the said papers and evidences of Debt to be delivered up, and for an account for the same, should any of the said purchase money have been paid, and enjoining the said Francis Knott from paying the said purchase money otherwise than under the direction of the said honourable Court, and thereby notifying the said Knott of the peculiar and critical situation of these Defendants, who then placed themselves under the controul and protection of this honourable Court, and thereby and therein did continue to sanction said sale, and was willing, and is still willing, under a due submission of their Interest of all the parties to the Judgment of this honourable Court, to ratify and confirm the same, as in good faith these Defendants intended to do; to which said bill of complaint of these Defendants, they expressly charge the said Francis Knott did not appear, or make answer, unto, all of which will more fully appear by reference to the said case on the files of this honourable Court; these Defendants, with such a state of facts, and feeling themselves unsafe either as to the Land or the purchase money, and wishing for the interposition of this honourable Court to enforce the said parties to an acknowledgment of his rights, did refuse to surrender his tenancy, or deliver possession to the said Francis Knott as aforesaid, but this Defendant further answering saith, that, repeatedly, and at divers times during the said year Eighteen hundred and twenty four, through the agency of friends, and by their advice of his safety in so doing, he did not offer to give the said Knott possession of the said Land, and is still willing so to do under the direction of this honourable Court, to which these Defendants will hope will have a due regard to his rights in the premises, and