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protect them against all unjust confederacies, if any exist, against the interest of these Defendants; and these Defendants submit submit to this honourable Court, that all and every the matters in the said Complainants bill mentioned and complained of, relative to the inconvenience arising from the non delivery of possession, and his purchasing stock, and making preparation for the working thereof, and so forth, which these defendants deny are matters which may be tried and determined at Law, and with respect to which the said Complainant is not entitled to any relief from a Court of Equity; and these defendants hope they shall have the same benefit of this defence, as if they had answered to the Complainants bill in that particular; and these Defendants deny all and all manner of confederacy, or any right or wrong to interfere with the said Clarissa Thomas, administratrix as aforesaid, and the said Francis, in the premises, except so far as the protection of his just rights may require under the Judgment or Decree of this honourable Court, without these is any other matter in the Complainants said bill contained, material for these defendants to make answer unto, and not herein sufficiently answered, avoided or denied is true, to the knowledge of these defendants, all which matters these Defendants do aver, and are ready to prove, as this honourable Court shall direct, and hereby pray to be hence dismissed, with their reasonable cost, in this behalf most wrongfully sustained.

H. G. S. Key. Solicitor for Defendants

Maryland Saint Mary's County, to wit, March 4th 1828. Then came Kenelm L. Cheseldine before me the subscriber, a Justice of the Peace of the State and for the County aforesaid, and made oath on the Holy Evangely of Almighty God, that the facts contained in the within answer, are just and true, to the best of his knowledge and belief.

Sworn before, H. D. Dyson

And with the said answer was filed the following, Exhibit, to wit,

Saint Mary's County Court.

At a Chancery Court, of the State of Maryland, for the first Judicial district, begun and held at Leonard Town, in and for the County aforesaid, on the first Monday of March, being the seventh day of the same month, in the year of our Lord one thousand eight hundred and twenty five, and in the forty ninth year of the Independence of the United States of America.

The Hon.ble	Were present, John Stephen Esquire, chief Judge Edmund Key & John R Thomas Esquires Associate Judges.

William Williams Esq.r Sheriff
I. G. Harris Clk "

In the record of proceedings of the same Court, amongst others were the following to wit.

Kenelm L. Cheseldine, and Maria his Wife.
a/
Clarissa Thomas, Ann Thomas, William W. Bowling, and Fra.s Knott

Be it remembered, that heretofore to wit, on the fifteenth day of August, in the year of our Lord one thousand eight hundred and twenty three, came into the Court here, Kenelm L. Cheseldine, and Maria his wife, by Henry G. L. Key their Solicitor, and filed in the said Court their bill of complaint against Clarissa Thomas, Ann Thomas, William W. Bowling, and Francis Knott, in the words following to wit. To the Honourable the Judges of Saint Mary's County Court, sitting as a Court of Equity. The bill of complaint of your Orator, Kenelm L. Cheseldine, and Maria Cheseldine his wife, of Saint Mary's County, and State of Maryland, humbly complaining, sheweth unto your honours, that your Orator was seized and possessed of certain real and personal property, to a considerable amount, in the County aforesaid, and being much involved in Debt, and desirous of paying all his just debts, and through the agency of friends of more mature judgment and discretion to secure a maintenance to himself and family, did by Indenture and Bill of sale, properly executed and acknowledged each dated the ninth day of August

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Eighteen hundred and twenty two, convey to a certain William W Bowling, his heirs and assigns, forever, all that Tract or parcel of Land, being part of a tract or parcel of land called Mallaspring, whereon the said Kenelm L. Cheseldine, your Orator, then and now resides and which he inherited from his deceased father Valentine Cheseldine, lying and being in Saint Mary's County aforesaid, and containing one hundred and fifty six acres and three quarters acres, more or less; and by the said bill of sale as aforesaid, did sell unto the said William Washington Bowling, his heirs, executors, administrators and assigns, the following property to wit, one negro woman Jinny, aged about fifty years; one negro woman called Silvy, aged about thirty seven years; one other negro woman called Philis, aged about twenty one years; one negro boy called Phill, aged about eleven years; one other negro boy called Girard, aged seven years; one negro girl called Susanna, aged about three years; one negro child called Catherine, aged about two years; one other negro girl called Jane Maria, aged about eight years; one other negro child called Philippee, aged about two years, also all your Orators household and kitchen furniture, plantation utensils, stocks of every kind, and beds and bedding together with all the crop then growing the provisions on hand, and all other species and kinds of property which your Orator then possessed, but which said property of whatever nature or kind it might be, was left, and still is in the possession of your Orator, by the said William W Bowling, all of which will more fully appear by reference being had to said deed and bill of sale from your Orator to the said William W Bowling, herewith exhibited to your honours, marked A & B, and which said instruments of writing your Orator prays may be taken and considered by your honours as part of this their bill of complaint. Your Orator further states to your honours, that from a want of confidence among creditors of your Orator and his friends, and of a certain Edward Thomas, who has since departed this life, who was the father of one of your Orators, the said Maria Cheseldine, wife of your Orator Kenelm L. Cheseldine, in the capacity for business of the said William W Bowling, it was advised and determined by the said William W Bowling, that the trust purposes of said Deed and Bill of sale would be better and more satisfactorily answered by the said William W Bowling conveying the said real and personal property to the above named Edward Thomas, who from his superior capacity for business in the public estimation, and the disinterestedness he must necessarily have in the prosperity of your Orator, would be better calculated to answer the purposes and undertakings of your Orator, and his creditors. Your Orator will further state to your honours, that in pursuance of which said advice and determination the said William W Bowling did by Deed of Indenture and bill of sale, each property executed and acknowledged and each dated the thirteenth day of November, Eighteen hundred and twenty two, convey unto the said Edward Thomas, his heirs and assigns, forever, all the said real estate, agreeably to a Deed of conveyance for the same from your Orator Kenelm L. Cheseldine, to the said William W Bowling, therein specifically referred to, and by bill of sale as aforesaid, did also sell to the said Edward Thomas, the said personal property, being the property which your Orator the said Kenelm L. Cheseldine, conveyed and made over to him the said William W Bowling by the aforesaid and above mentioned Bill of sale, all which will more fully appear to your honours by reference being had to said Deed of Indenture marked C, and said bill of sale marked D, herewith exhibited to your honours, and which your Orator prays may be taken and considered by your honours, as part of this their bill of complaint. Your Orator will further state to your honours, that although the said deed and bill of sale from your Orator to the said William W Bowling and also the said Deed and Bill of sale from the said William W Bowling to the said Edward Thomas, purport on their faces to be for valuable considerations, yet your Orator alledges, and avers that no consideration was ever paid by the said William W Bowling to your Orator, or by the said Edward Thomas, to the said William W Bowling, but your Orator, alledging and averring that the said Deeds and bills of sales were all executed without any valuable consideration, but merely for the purpose of making some early and satisfactory arrangement to satisfy your Orators creditors, (and then that the residue of said property