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this respondent in possession of certain parts of the said land, which were then in the possession of a certain Hugh and Lloyd Perrie and Henry Compton and claimed by them. And upon the complainants doing this, and executing to this respondent a deed for the said land with a general warranty he was to execute to the complainant a mortgage of the property in the bill mentioned, payable in three equal annual instalments with interest from the day of sale. And in the event of the complainants failing to do this, this respondent was to have those parts of the said land about which there was no dispute for the aforesaid sum of four dollars per acre. But notwithstanding nothing was said about the nature of the security to be given in this last mentioned contingency. And this respondent positively avers that the said complainant has never as yet put him in possession of the parts of the said land held and claimed as aforesaid by the said Perrie's and Compton: and would state to your honor that he having by the direction of the complainant entered upon that part thereof held by the said Perrie's, they instituted an action of trespass quare clausum fregit in the county court of said county against the complainant and recovered of him damages to a considerable amount. And further answering this respondent admits, that he was put in possession of those parts of the said land about which there was no dispute, on the first day of January 1818, containing in the whole about two hundred and ninety acres; and that the said land was not surveyed until the latter part of the year 1819, but from what cause this respondent does not know: it could not have been the distance at which the complainant and Surveyor resided from it, as neither of them resided at a greater distance than fifteen miles. This respondent also admits that he was present when the said survey was made and that he was satisfied therewith, but states that the land hereinbefore mentioned as claimed by the said Perries and Compton was included therein, and that he requested of the complainant to put him in possession of it according to the tenor of his before mentioned agreement, which as is before stated he has hitherto wholly failed to do. This respondent positively denies that he at the time of the said survey made any promise whatever to the complainant respecting the said land. In addition to the payments in the bill mentioned, this respondent claims a credit of one hundred and forty seven dollars seventy five cents upon open account consisting principally of expenses incurred in defending the before mentioned action of trespass quare clausum fregit brought by the said Perries, a particular account of which this respondent herewith exhibits marked A. and prays may be taken as part of his answer. These credits amount to the sum of eleven hundred and seventy two dollars forty seven cents and one half.

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and when applied in payment of the two hundred and ninety acres of land of which this respondent has received possession after the rate of four dollars per acre according to the before mentioned agreement, will leave a small ballance due the complainant which this respondent is willing to pay. And further answering this respondent admits that the complainant prepared a bond and absolute deed, as stated in the bill to be executed by this respondent, which he refused to do, it not being as he has already shewn agreed on his part to do so: this respondent denies that he ever requested the complainant to take a mortgage in the room of a trust deed. And he does not recollect that the complainant sent a mortgage to him to be executed, if he had this respondent would not have done it for the reason before stated: this respondent denies that he has at any time promised to pay the complainant more than after the rate of four dollars per acre for the land which he has in possession, which he is willing to do upon his receiving a deed for it, with a general warranty, and an allowance for the credits herein mentioned. This respondent denies that he has deceived the complainant by any false promises in regard to this purchase, and asserts, that he has honestly complied with his agreement: without this that there is any other matter or thing in said bill of complaint contained, and not herein and hereby well and sufficiently answered unto, avoided, confessed traversed or denied, is true. And said respondent humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained. John B Brooke Solicitor for the respondent.

Maryland Sct. On this 5th day of May 1827 personally appears Leonard Wilson before the subscriber a Justice of the peace of said State in and for Prince Georges county, and makes oath on the Holy Evangely of Almighty God, that the matters set forth in the aforegoing answer are true to the best of his knowledge and belief

Sworn before Ed. W Belt.

Exhibit A referred to in the aforegoing answer

Thomas Mundell in a/c Leonard Wilson Dr.

1818	To expenses laying off land (3 days) @ 10/ per day	30. 00
1819	To journey after Moses Orme	5. 00
	To cash paid Moses Orme	5. 00
	To journey fees for same second time	5. 00
	To expenses one surveying Mr Wilson	10. 00
	To expenses for first location 3 days a 10/ per day	30. 00
	To cash paid Alexander Gibbons chain carrier	3. 00
	To ditto paid Middleton Sansbury for same	1. 00
	To journey fees for fetching Moses Orme third time	5. 00
1823	To same for same the fourth time	5. 00
	To expenses on upon last location 4 days	10. 00
	To cash paid Moses Orme April Term	5. 00