neither admits or denies the same to be true he however has been informed believes and expressly charges that in point of fact the said Smith never did give a lien on the property to the said Hawkins or to any other person - This defendant has no personal knowledge of the bonds spoken of in the bill, which are said to have constituted a portion of the funds which it is said the said Hawkins was to advance for the payment of said debt and he cannot consequently give any information in relation to them - He states his belief to be from information derived from others that when the said Hawkins as before stated purchased of said Smith four hundred acres parcel of the tract called "Clean Drinking" a portion of the purchase money was paid in stock of the Farmers Bank of Alexandria of the nominal value of twelve thousand dollars but which in the settlement between the said Hawkins and Smith was estimated to be worth but ten thousand dollars that for the difference being two thousand as well as for any other claim which said Hawkins might have had on said Jones the said Hawkins took the bond of the said Charles C. Jones and held the same at the period of the death of said Hawkins - And this defendant further answering says that the said Hawkins by his last will and testament a copy of which is exhibited with the complainants original bill appointed his wife Elizabeth Hawkins his executrix and that she caused the same to be admitted to probate and duly assumed the duties of executrix thereof - That the said Hawkins left a large personal estate amply adequate to pay all his debts and legacies and that all of them have in fact been fully satisfied - That his said executrix being thus in possession of said bond fairly and of her own free and voluntary will and consent surrendered and gave the same up to the said Charles C. Jones the obligor and cancelled released and discharged the debt intended to be secured thereby and thus the lien if one ever existed which this defendant however denies was destroyed - This defendant has no personal knowledge of complainants Exhibited and of the matters therein contained - He further admits that before the death of the said Elizabeth Hawkins letters of administration de bonis non of the estate of said James Hawkins were granted to the complainant but he affirms that at the time of the surrender of the bond as aforesaid to the said Charles C. Jones she was not too old and superannuated to attend to business or know what she was about - On the contrary this defendant asserts that at the time of said surrender she was in full possession of her mental faculties and was perfectly competent to understand and did perfectly understand what she was about - He admits that she is now dead and that letters testamentary upon her estate have been granted to Francis Cedelen of Prince George's County who has possessed himself of her personal estate which is abundantly able to meet all demands upon it - And this defendant admits the death of the said Charles C. Jones as stated and that he left a last will and testament a copy of which is exhibited with the complainants bill but he affirms that having died insolvent and without property of any description the parties mentioned in the will took no beneficial interest under it; He admits that at the time of the death of the said Charles C. Jones the said Clement Smith had not received the residue of the claim due as aforesaid and that the whole was due except that portion which had been paid by the sale to the said Hawkins of the four hundred acres, and the amount if any which the said Smith may have received upon the said bonds - That the said Smith's claim being thus unsatisfied and the title to the whole residue of the property real and personal being in him except the four hundred acres sold to Hawkins he Smith advertised the said property for sale in the public papers and this defendant became the purchaser of a part thereof for a full fair and adequate consideration - He admits that at the time he so purchased the said property he knew that the representatives of the said Hawkins set up some such

claim as is asserted in their bill and that complainants Exhibit No. 4 is a true copy of the mortgage executed by him to the said Clement Smith but this defendant at the same time expressly avers that he was always assured by the said Smith that he never had given or agreed to give the said Hawkins any mortgage or lien whatever on the said property - This defendant admits the death of the said Charles C. Jones as charged and that he died insolvent and that no letters of administration have been taken out upon his estate - He again denies all knowledge of the agreement between Hawkins Jones and Smith as charged and insists that if the same or any such was in fact made it was void under the statute of frauds being merely by parol and he prays that he may have the benefit of the statute at the final hearing as fully and to the same extent as if the same were specially pleaded as a bar to all the relief sought by the present bill - And this defendant for further answer says that even if any such agreement and assignment of the bond was made as is pretended in the complainants bill the same according to his own showing was made on the fifteenth day of January eighteen hundred and twenty five (1825) and the original bill in this case was not filed until the seventh day of February eighteen hundred and thirty five more than ten years thereafter and he therefore pleads and relies upon the act for the limitation of actions against all the relief prayed for in and by the complainants bill and prays that he may have the benefit of the said act at the final hearing - and for further answer this defendant insists that even if the agreement was made as the complainant alleges and it was stipulated that Hawkins should have such a lien as is spoken of in the bill and the various defences set up in the aforegoing answer should be overruled still the complainant can have no relief against this defendant without fully reimbursing to him the principal and interest of the money which he has paid the said Smith, and all the costs and expenses which he has incurred in consequence of his said purchase and also for all improvements which he has made and erected upon the said property of every description which he alleges to have been very considerable. But again insisting upon said defences and pleas as full and effectual bars to all the relief prayed he prays to be hence dismissed with his costs in this behalf wrongfully sustained -

John C. Jones -

J. Johnson Sol.r for defendant -

Maryland Anne Arundel County Set. Be it remembered that on this 12th day of January in the year 1839 personally appeared the above named John C. Jones before me the subscriber a Justice of the peace for the County and State aforesaid and made oath on the Holy Evangely of Almighty God that the aforegoing answer and the statements in the same contained are true to the best of his knowledge and belief. Sworn to before -

Tho.s G. Waters -

And afterwards to wit on the seventeenth day of June one thousand eight hundred and thirty nine came the complainants by his solicitors aforesaid and filed in the said cause the following certificate -

Jos. H. Jones administrator de bonis non of James Hawkins and administrator of Susanna Blagett -
vs.
John C. Jones Eleanor C. Coates and Clement Smith and Francis Cedelen -

In Chancery December 10th. 1838 - The bill in the above cause recites that a bill had been filed by said complainant against a certain Charles C. Jones and the said Clement Smith and Francis Cedelen claiming a lien upon certain lands and personal estate then in possession of said Jones but owned by said Smith in virtue of a certain agreement between said Charles C. Jones and Clement Smith and James Hawkins complainants intestate for the amount of certain bonds assigned by said Hawkins to said Smith in payment