and to secure the payment thereof executed the penal deeds referred to in the Complainants bill
No. 2 and 5. and this defendant further states that the said John Dennis was indebted in another large
sum to the said Littleton and to secure the payment thereof executed another deed herewith exhibit-
ed Marked A. This defendant does not know at what time John Dennis the brother died. it
might be in 1812. or 1813. as stated by the Complainant nor has he any knowledge whether John Dennis
the Complainants Nephew went to the Complainants house in Dorset nor of any conversation that
passed between them on that occasion, nor does he know of any Monies advanced by the unkle to the
Nephew as stated in the Complainants bill nor does he deem it material in this Case. This defend-
ant for answer to that part of the Complainants bill who sh states that John Dennis the Nephew
did go to Littleton Robins and get from him a Certificate that there was due to him only the sum
of eight hundred and twenty nine pounds three shillings and two pence, says he is well satisfied
that Littleton Robins his Testator never gave a Certificate of that import at the time mentioned
in the Complainants bill of Complaint or at any time subsequent to the death of John Dennis the
elder. That such a Certificate or one for £839.10.8½ might have been given in 1806 this defendant
admits, because the latter was the sum then due as well appear by exhibit B. wherein that sum
is stated and admitted by John Dennis Jr. to be due. This defendant further states that he does
not know at what time John Dennis the Nephew died but supposes it might have been in 1814.
This defendant further answers that in the Autumn of 1814 this defendant was informed by Littleton
Robins that Robert Dennis Junr. Nephew to the Complainant had been to see his unkle meaning
this Complainant who told his Nephew as the said Robert represented that the unkle the Com-
plainant was desirous to relieve the property from the Mortgage and would become responsible
to him Littleton Robins for the amount of all that was due him, if he L.R. would take his bond, and
the said Littleton further added, That inasmuch as John Dennis the elder had become answerable
to him in a large sum of Money for which in part this Mortgage was given for and on account of a Judg-
ment he had recovered against Robert Dennis Senr. this Complainant he thought it nothing but just
and equitable that he this Complainant should aid his Nephew in relieving the Mortgage and claims
against the estate. That altho John Dennis Senr stood indebted to him in other sums of Money over and
above his Mortgage yet he would not insist upon the payment of any of them buy and the Mortgage and
a debt due to David Ball for which he stood security, and at the same time referred to a large demand
advanced to William Bennett and a Judgment exhibited C. to the Amount of £86.10.0. This defendant
further states that Littleton Robins requested this defendant to call at the Complainants house on
his way to Dorset, to see if the Complainant wished to relieve his Nephew and at the same time fur-
nished this defendant with a Memorandum of what he designed to claim, which was much less
than the debt really and bona fide due to him as he said and as this defendant believes. This defend-
ant further states that in Consequence of this request of Littleton Robins and being in no respect interested
in the business but acting as a friend and agent of his unkle L.R. he proceeded in Company with
Robert Dennis the Nephew to the Complainants house, and after presenting to the Complainant a
Memorandum of Littleton Robins Claim which this Defendant left with him and which he presumes
the said Robert may have, stating to the Complainant at the same time that there was a Considerable
sum buy and that statement that was due but as there had been some trifling payments and Littleton
Robins had Consented not to expect the whole sum that was due to him, but would be satisfied with
the sum therein stated. The Complainant after some ——— Conversation with respect to the time of
payment he agreed and did actually enter into the bond &c. as stated in the Complainants bill, and al-
tho the Complainant alledges he was sick and confined to his bed this defendant distinctly recollects
that the Complainant was sufficiently at ease to read the bond over and insist upon its being made pay-
able by long installments, and did actually induce this defendant to accept the bond with a delay of payment
by installments of from one to five years for a debt then due and payable on demand and that with a view
that he should not be called on for the whole amount until it suit his own Convenience. —

This defendant does not recollect having any Conversation with Robert Dennis the Nephew material
to this business except in the presence and hearing of the Complainant, and verily believes that he this defend-
ant suggested the propriety of giving a bond to Robert Dennis the elder, that Littleton Robins should give
up his title to the property as soon as the debt due him was paid up and accordingly gave a bond to the said
Robert Dennis of the purport of Exhibit D. herewith filed. It is true as stated in the Complainants bill
that sometime in May 1816. the Complainant exposed to public sale the Mills and real estate and



and that Edward Briddle became the purchaser for the sum of three thousand five hundred and
twenty one dollars for which sum the said Briddle gave his bond as Exhibit C. will appear but it is
not true that the said bond was an instant from the day of sale nor did it bear interest from the 1st of January 1817
more than seven Months subsequent to the day of sale but the bond was made payable by Instalments at
three years which was conformable to the Terms of the said Robert's sale, which provided that Robert Dennis
the Nephew should retain the possession of the Mills and property till the 1st of January ensuing the sale
and that the purchaser should pay no Interest until that time. And this defendant states and avers that
on the day of sale or the day subsequent thereto Littleton Robins executed and delivered to the Complainant
a receipt against his bond for the sum of £352.1.0 which was to stand as a Credit to his bond in part payment
of the sum to be due on the said 1st January 1817. which receipt this defendant prays the Complainant may
be compelled to exhibit, which will evince the truth of this statement and that the Complainant well knew
there was at that time a considerable balance due to Littleton Robins. This defendant admits that the
deed mentioned in the Complainants bill exhibited No 5 was executed and acknowledged by Littleton Robins as
it purports but he does not believe that Littleton Robins ever promised to send the Complainants home to
him until it was fully paid up, more especially as he had at that time given a receipt for part payment of
the debt due and which the Complainant accepted as such. The Defendant further answers and says
that he does not recollect that he ever called on Robert Dennis the Complainant for his bond exhibited D. for
as much as he considered the Condition completely complied with, so soon as Littleton Robins executed the
deed No 5. and suffered the said Complainant and his Nephew to retain the whole personal estate, and use
and dispose of at their pleasure, and this defendant verily believes the Complainant was under the same
impression, and for that reason, and not at the defendants solicitation was the bond exhibit D. given up. That
in Corroboration of the truth of this statement this defendant avers that soon about the day of sale and about
the time the bond was given by Briddle for the purchase Money, and the receipt executed to Complainant
in part of the debt that this defendant offered to purchase of the Complainant one of the negroes that belonged to
John Dennis, and which was pledged to Littleton Robins by Bill of Sale exhibit No 3 and proposed to the said
Complainant R Dennis that he this defendant would pay to Littleton Robins the full value of this negro
in further extinguishment of his bond, this offer was refused as this defendant supposed at the time on the
ground that this Negro had long belonged to the Dennis family and would not be parted with out of it, and
that the Complainant designed to retain the negroes for himself or his nephew. This defendant further
states that altho he did not hold himself bound to convey by his bond exhibit D until the debt due to Littleton
Robins was fully paid up, yet was he always and still is ready to give a bill of sale for all the right and title
of the said Littleton of and in the said personal estate. This Defendant further answers that he knows
of nothing of Littleton Robins in his lifetime having any part of the Plate or other personal property con-
veyed by deeds exhibits No 2 and 3. and that no part of the said personal property ever came to his hands
as his executor. But if Littleton Robins had received any part thereof which was not returned to the com-
plainant or his Nephew, this defendant is ready and willing to account for the same. But he feels confi-
dent that Littleton Robins never received any part of the real or personal estate. The defendant further
answers that he knows nothing of any quantity of grain or pork received by Littleton Robins from John
Dennis Senr. but what was settled and amply paid for other accounts and claims the said Littleton had against
the said Dennis and which was not entered in the bond due from the Complainant. And this defendant
repels with indignation the charge of his having inserted in the bond taken by this defendant from the Com-
plainant a greater sum than was due from John Dennis Senr. to Littleton Robins and assures this honorable
Court he cannot conceive himself base enough to have perpetrated such an act, however if the Complainant had
been stupid enough to have permitted it. — And altho in the transaction of the 24th of October 1814. the com-
plainant endeavours to indulge a belief that he was sick and incapable of the full exercise of his faculties
and that he signed the bond without reading it over. Yet the Complainant cannot have forgotten the advice
he gave to his Nephew on that occasion at his request to this defendant and to John C. Handy to notice his
Nephews conduct, nor can he have forgotten that the instalments of five years stay of payments was insist-
ed on and inserted in the bond. But if all this has escaped his recollection perhaps a transaction of a more
recent date in March 1816. will shew his knowledge of and acquiescence in the bond of 1814, and the terms of
payment under it. This defendant answers and avers that in March 1816. he called on the Complainant on be-
half of Littleton Robins to pay up the Interest and the instalment that had then become due. The Complai-
nant was not then in bed, but in his usual health, but was unable to pay the interest, instalment or any part of
the money then due, but readily agreed to give a New bond for the instalment and interest then due
the bond of 1814. a new bond accordingly was accordingly given by the Complainant for the instalment but