Dead the sum of Three Hundred and Sixty Six dollars and that said Joshua
P Henry be paid Judgments and Costs upon said Estate due the administrator
of William Roach of Three Hundred and Ninety dollars and Sixty Six cents
and also decreed to be paid to Sydney C Long Esq the sum of Three Hundred
and Fifteen Dollars and Thirty Eight cents for Judgments and claims in his
hands for Collection as Attorney at Law that said Joshua P Henry had
previously paid George Adams the sum of Seventy five dollars for money justly
due from this Respondent and decreed to be paid to Benjamin Sarkford the
sum of Two Hundred and twenty Two dollars and Thirty one cents justly due
from said Respondent and paid to William J Buff the sum of One Hundred
and Nineteen Dollars and Sixty Eight cents for money also justly due from
this Respondent which sums amounts in the aggregate to One thousand
Four Hundred and Sixty Eight dollars and Eighty one cents the same being an
excess of Sixty Eight dollars and Eighty One cents over and above the con-
federation pleadid to be paid and accounted by the person of said Joshua
P Henry to pay Judgments due the Administrators of William Roach and
which exceeds her Assets by said Excess and for which this Respondent
is now notified to said Joshua This Respondent at the time of his execution
of the said deed mentioned Exhibit 1 received a Bond from Joshua P Henry the
purport of which Bond was that said Joshua should sell said Lands
to said Respondent for the Consideration money paid and interest on the
same proceeds to be shown pay the said one hundred the 27 day of October
1851 which Bond to be regained as Mortgage and surrendered therefore on the
said day to said Joshua P Henry to be cancelled and this Respondent declares
that said sales was intended on said day to be rescinded and
ungarded except as before stated.

This Respondent declares that said Instrument of writing was
not intended as a Mortgage that he did not design any improper purpose
to defraud and did not intend a repeal on said day of sale to the
benefit of the Insolvent Laws of Maryland and that he executed his Note
for the rent of said Lands for the year 1851 payable on January 1st 1851 for
the sum of Ninety dollars. This respondent further declares that he refused
to prosecute his application for the benefit of the insolvent Laws of Maryland
and that he sold his part of Land to said Henry was to receive
the Money which was spent at the execution of the deed for the purpose of
enlarging his business as a boat builder and he can be regarded the
amount of purchase money as a liberal payment for his Lands sold.

Whereupon this Respondent having acted in good faith prays to
be hence dismissed with his reasonable costs and charges by him expended herein.

Emery Reggin.

State of Maryland Somerset County Sct. Be it remembered that on the 27
day of November A D 1862 personally appeared Emery Reggin before me the
Subscriber one of the Justices of the Peace of the State of Maryland for Somerset
County aforesaid and made Oath in the Holy Evangely of Almighty God
that the facts therein recited are true to the best of his knowledge remembrance
and belief.

Sworn Before

John Cullen J P

Answer of Joshua P Henry.

In Chancery in Somerset County Court.

The answer of Joshua P Henry to the Bill of Complaint of Thomas Jud Henry Ward
Joseph B Pinnell and John R Hall partners trading under the name and
firm of J Pinnell Reggin and Hall and William J Wales surviving Trustee of Emery
Reggin as Petitioners for the benefit of the Insolvent Laws of Maryland reserving
unto this Exhibit A B C D. and E he believes are true except of Judgment
against said Emery Reggin as therein recited and which were obtained since
the said of said Reggin to this Respondent of his Lands mentioned in Exhibit
F and are not liens upon said lands. This Respondent further admits that
said Emery Reggin on the 27 day of October 1849 executed a deed of bargain
and sale of the Lands and premises described in Exhibit F to this respondent
Bona fide and for a Valuable Consideration as is expressed in said deed.
This Respondent further admits that on the 27 day of November 1849 the said
Emery Reggin made application for the benefit of the Insolvent Laws
of Maryland and that William J Buff was appointed his trustee and as
subsequently at the May Term of Somerset County Court removed from said Trusteeship
and William J Wales appointed in his stead for reasons disclosed in Exhibit
G and of which this Respondent has no knowledge except as far as the same
is disclosed by said Exhibit. This Respondent further answers and avers
that he purchased said Lands Bona fide for the sum of Fourteen Hundred
Dollars and Executed in the day of the Conveyance of said Lands by said
Riggin a Bond to said Reggin the purport of which was that the
said Joshua P Henry might resell said Lands to said Emery procured
the consideration money and legal interest thereon should be paid him for
said sale at any time previous to the 27 day of October 1851 and on the
same day of the execution of said Bond said Emery surrendered said
Bond to be cancelled by this Respondent in as much as he considered
that said Lands had been sold for a Bona fide sum subject to the inchoate
right of Dower of his wife there being only about fifteen or sixteen acres
This Respondent advanced to said Emery Riggin Three Hundred and Fifty
Five dollars on the day of the execution of the deed and covenanted to be paid
to the administrator of William Roach the sum of One Hundred and Ninety
Four Dollars and Fifty Cents on account of a Judgment in Somerset County
Court against said Emery and also decreed to be paid to said administrator
the sum of $195.89 for Judgment against the said Emery and paid
Sydney C Long Esq the sum of $315.38 for judgments in his hands for
collection as attorney at Law and paid George Adams the sum of $66 for money
due from said Emery and decreed to Benjamin Sarkford the sum of $222.31
due from said Emery and paid William J Buff the sum of $119.68 for money
due from said Emery which in the aggregate amounts to the sum of $1468.81
covering an excess of $68.81 occasioned by having promised to pay the adminis-
trator of William Roach the amount of their claim which amounted to the sum
of $195.85 and exceeds the estimate which this Respondent made by the
sum of $68.81 and for which said Emery stands justly indebted to this respondent
This Respondent took the Bill of Sale of said Emery Reggin for the rent of
said Farm then purchased for the year 1850 payable on the January 1851 for $90.