Daniel Borger, that the sums they paid for him over and above any indemnity they ever received from him, amounted eight thousand dollars and upwards, which will appear by an account stated many years ago between the parties, and herewith exhibited marked No. 11. These defendants further state that the wife of the said Daniel Borger was after the purchase of the said lands by the Defendant Peter Mong still entitled to her contingent right of dower in the same, and the said Peter Mong having agreed with her for her release of the same, she and her husband, the said Daniel Borger, joined in the Deed referred to in the complainants Bill, bearing date the 13th day of February 1828 the sole object of which Deed being to disincumber the said lands of the said right of dower. The said Deed is herewith exhibited, marked No. 12. These Defendants further answering admit that the several sales made by the said Peter Mong since his purchase of the said lands as stated in the said Bill, were made by him as therein set forth.

And these Defendants deny all and all manner of unlawful combination and confederacy wherewith they are by the said charged without this that there is any other matter, cause or thing in the said Bill of complaint contained, material or necessary for these Defendants to make answer unto, and not herein and hereby well and sufficiently answered confessed, traversed or avoided or denied, is true to the knowledge or belief of these Defendants, all which matters and things these Defendants are ready and willing to aver, maintain and prove, as this Honorable Court shall direct, and pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

Wm. Price, Solr. for Defendant.

State of Maryland Washington County, to wit:

On this 18th day of January 1840 before me the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County, personally appear William Webb and Peter Mong, and severally make oath on the Holy Evangely of almighty God that the facts, matters and circumstances in the within answer set forth and contained as stated of their own knowledge are true, and that the facts, matters and circumstances therein contained and stated as derived from the information of others, are true to the best of their knowledge and belief.

Sworn before. John Cook.

The exhibit mentioned and referred to in the foregoing answer marked Exhibit No. 1, is in the words and of the tenor following to wit.

This Indenture made this 29th Febuary in the year of our Lord 1820 by and between Daniel Bingher of Washington County and State of Maryland of the one part, and William Webb and Peter Mong of the same County and State of the other part, Witnesseth that whereas Daniel Berger aforesaid, owes and stands justly indebted to sundry persons, in several sums of money, and the said William Webb and Peter Mong, have become jointly and severally bound with and for them the said Daniel Borger, for the said sums of money amounting in the whole to six thousand dollars current money of the United States Now the said Daniel Burger in order to secure the payment thereof and fully to indemnify the said William Webb and Peter Mong and

their heirs is willing to execute these presents — Now this Indenture Witnesseth, that the said Daniel Burger for and in consideration of the sum of one dollar current money of the United States to him in hand paid by the said William Webb and Peter Mong before the sealing and delivery of these presents, the receipt whereof he the said Daniel Berger doth hereby acknowledge, and therefrom and therefrom doth acquit and discharge the said William Webb and Peter Mong, their heirs, executors and administrators and every of them, by these presents hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said William Webb and Peter Mong, their heirs, executors and administrators and assigns, all and singular the goods, chattels and personal estate hereafter particularly mentioned and expressed, that is to say, four working horses one colt, five milch cows, four young heifers, five yearling calves, twelve hogs, four pigs, five sheep, two ten plate stoves, one set of Smiths tools, Bellows, vice, small tools, and other implements of and belonging to the Trade, two stills, one hundred and fifteen and sixty eight gallons, twelve hogsheads, seven singling tubs, eight feather beds, bedsteads and bedding, two Road Wagons, two ploughs, three shovel ploughs, one Harrow, one copper kettle, one Iron pot, six ditto of different sizes, twenty five acres of wheat and Rye in the ground, three Bureaus, one kitchen dresser, two Chests, one Wind Mill, two Scythes, one cradle one pitch and dung fork, one dish, one table — To Have and To Hold the aforesaid goods and chattels hereby before granted and sold, unto the said William Webb and Peter Mong, their heirs, executors administrators and assigns to the only proper use and behoof of the said William Webb and Peter Mong and their heirs forever. — And this Indenture further witnesseth, between the parties aforesaid and in and for the conditions and considerations aforesaid, and for the better and more sure payment of the said sum of six thousand Dollars with the legal interest accruing on the same until paid; The said Daniel Burger hath granted, bargained, and sold, and by these presents doth grant, bargain and sell unto the said William Webb and Peter Mong, their heirs and assigns, all that tract or parcel of land, situate, lying and being in Washington County State of Maryland, called "Huckleberry Hall," Beginning to include the whole at the end of twenty perches on the second line of said land and running thence North sixty two degrees east, thirty six perches to the end of said line, then north seventy eight degrees and a half of a degree west, thirty perches to Jacob Millers part of said land, and then by a straight line to the beginning containing and laid out for two acres and one fourth of an acre of land more or less. And also that tract of land lying and being in the County of Washington and State aforesaid, called "Hyzers Inheritance," granted to Frederick Heyzer the 31st day of May 1805 for one hundred and sixty and one quarter acres of land, To Have and To Hold the said tract of land and every part and parcel thereof with the appurtenances thereunto belonging unto the said William Webb and Peter Mong their heirs and assigns, to the only proper use and behoof of the said William Webb and Peter Mong, their heirs and assigns forever. — Provided always and it the meaning and true intent of these presents, and of the said parties hereunto, that if the said Daniel Burger his heirs, executors or administrators do and