his answer in the above case he had caused his answer to be prepared which was sworn to by him & left with his solicitors T. G. Pratt & C. C. Magruder to be filed so soon as they should receive a copy of a paper which your petitioner had filed in his answer to a former suit in your Court brought by Elisha Berry one of the said Complainants against him which paper he designed to use as an exhibit in his answer & is the same which is now filed with his answer marked Exhibit No. —

Your petitioner further shewed to your Honor that his said solicitors immediately wrote to R. Waters Esquire the then Register in Chancery for a copy of said paper and that the delay in filing said answer was occasioned solely by the non reception of said paper. — Your petitioner was informed for the first time on the 31st August that an interlocutory decree has been passed in the above case & that he cannot have his answer filed without an order passed by your Honor annulling the said decree and allowing your Petitioners answer to be filed. — Your petitioner further states that Elisha Berry one of the Complainants named in said bill and the Complainant beneficially interested in said case departed this life after the filing of said Bill and before the interlocutory decree was passed in said case and your Petitioner was advised & believed that no proceeding could legitimately take place in said case until proper parties were made to said suit in the place of the said deceased Complainant. — Your Petitioner would therefore pray that the interlocutory decree passed in said case may be annulled & that the answer of your petitioner may be received and that your Honor will grant such other relief as the circumstances & justice of the case shall require & will ever pray &c. —

Thos. G. Pratt &
C. C. Magruder, for Petitioner.

On this first day of Sept 1841 personally appeared before the subscriber a Justice of the peace of the State of Maryland in & for Prince Geo. County, C. C. Magruder & made oath on the Holy Evangelly of Almighty God that the answer of the aforesaid Petitioner was prepared by T. G. Pratt & C. C. Magruder and sworn to by the Petitioner and left with this Deponent to be forwarded to Annapolis so soon as he should receive a copy of a paper which was on file in the Chancery Office and designed to be used as one of the exhibits with said answer that said deponent inquired at the Post Office, Upper Marlboro where the copy was directed to be sent for it. — And did not receive it until since his return home (after an absence of two weeks when this deponent and T. G. Pratt the other counsel of the said Berry were informed by him that he had received the said copy enclosed to him at Upper Marlbro when he was immediately instructed by his counsel to furnish them with the said paper which was done the next day and forwarded with the defendants answer the same day to Annapolis directed to the register with directions to file the same immediately and that neither the said counsel of the said Berry or Berry himself had any notice of the passage of an interlocutory decree in this until this deponent received a letter from the Register on the 31st August informing him of the fact they had no notice of the proceedings. —

Sworn before
In Chancery 2 September 1841. — J. B. Bett, J. P. —

On which petition the Chancellor passed the following order. —

In Chancery 2 September 1841. —

Without expressing any opinion whether the said case abated or not by the death of the said Elisha Berry but assuming that it did not in fact abate by his death, It is ordered that the said interlocutory decree be and the same is hereby set aside and the said defendant is allowed to file his answer as prayed by the foregoing petition. —

Theodorick Bland, Ch.

And thereupon the said defendant by his counsel aforesaid filed in the said cause his answer to the said Bill, in the words following to wit. —

Robert W. Brooke and others. — vs. — William F. Berry.

In Chancery. — To the Honorable, Theodorick Bland Chancellor. — The answer of William F. Berry to the Bill of Complaint of Elisha Berry & Robert W. Brooke and others heretofore filed against him in the High Court of Chancery. — This defendant now and at all times hereafter saving and reserving to himself all and all manner of exception to the many errors & imperfections in the said Bill of complaint mentioned for answer thereunto or unto so much thereof as he is advised it is material for him to make answer answers & says, That prior to the filing of this Bill of Complaint a Bill was filed in the High Court of Chancery by or in the name of Elisha Berry one of the above named Complainants against this defendant which was answered by this defendant and which he prays may be taken and considered as a part of his answer to this Bill of Complaint so far as the same is applicable to the obligations therein contained. As this defendants answer to the former Bill filed as aforesaid in the name of Elisha Berry against him gives a full and detailed account of the appointment of this defendant as the agent of the said Elisha Berry and of the manner in which said agency was conducted by him and the state of the account between him & the said Elisha Berry of the termination of said agency this Defendant refers to his said answer as his answer to the similar allegations in this Bill of Complaint. — Further answering this Defendant says that on the ninth of December eighteen hundred and thirty six he purchased of the Complainant Elisha Berry a tract of land called "Chillum Castle" containing one hundred and ninety four acres more or less also one other parcel of land called "Belfast" or Addition to Charles Gift containing thirty seven acres and also part of one other tract of land called "John's Choice diminished" containing eleven and three fourth acres of land and on the same day to wit the ninth day of December eighteen hundred and thirty six the said Elisha Berry executed to this Defendant a bond of conveyance for said lands a copy of which is herewith filed marked Exhibit No. 1, & is prayed together with his other Exhibits to be taken and considered as a part of this answer. That this Defendant agreed to pay the said Elisha Berry for said lands the sum of three thousand seven hundred dollars that being the sum which the said Elisha Berry had given for said lands some two or three years prior to the sale to this Defendant. — That on the fifth of December eighteen hundred and thirty six being four days prior to the execution of