the said Bond of Conveyance and the time at which this Defendant first contracted for said Lands this Defendant paid to the said Elisha Berry the sum of two thousand dollars in part payment of said Lands as will appear by a copy of the receipt for the same from the said Elisha Berry to this Defendant herewith filed marked Exhibit No. 2. This Defendant further answering says that he has since paid the balance of the purchase money of said Lands in the manner and at the times specified in an account herewith filed marked No. 3, and that the said Elisha Berry in accordance with his bond of conveyance on the twenty first day of June eighteen hundred and thirty nine executed the deed conveying said lands to this Defendant of which the Complainants Exhibit B, is admitted to be a correct copy. And this Defendant here expressly alleges that the said account marked No. 3, exhibits a full just and fair state of the account between him & the said Elisha Berry that said account contains all the credits to which the said Elisha is in any manner whatever entitled & that the advances made by this Defendant as exhibited by said account were made by this Defendant under & by virtue of an understanding had with the said Elisha Berry that this Defendant should make said advances in payment of the balance of the purchase money of said lands. Further answering this defendant says that the said Elisha Berry being unable to procure the relinquishment of dower by his wife as he had by his aforesaid bond of conveyance contracted to do did on the twenty first day of June eighteen hundred and thirty nine the same day on which he executed said deed executed to this Defendant a bond conditioned to indemnify this Defendant from all claim of dower on the part of his said wife as will also appear by a copy of said bond herewith filed marked No. 4. This Defendant further answering says that the allegation in said Bill of Complaint that the said Elisha Berry was induced by this Defendant to execute said papers improperly or fraudulently & when the said Elisha was in a weak & feeble state of health and incapable of judging of their true import & meaning is wholly untrue. This Defendant in answer to said allegations says that the said Elisha had not been sick for a long time prior to the execution of said papers and that the said Elisha Berry never had an epileptic fit or any other fit until the marriage of his daughter with the complainant Robt. W. Brooke and until long after the execution of said papers. That he the said Elisha Berry was on the day he executed said papers in good health and was through the whole day entirely sober and free from the influence of liquor. This Defendant further says that the said Elisha Berry was when sober fully capable of guarding his own interest and was as difficult to deal with or get a bargain of as any man in the community. This Defendant further says that the price which he contracted to pay and has paid for said land was fully the value of the said land at the time this Defendant contracted to buy it, that it was the same price which had been given for said lands some short time before by the said Elisha Berry. This defendant further says that the Complainant Elisha Berry has since the filing of the said Bill of Complaint departed this life having previously in due form of law executed his last will & testament appointing this Defendant his sole executor as will appear by a certified copy thereof herewith filed

marked No. 5, that said will has been admitted to probat by the orphans Court of Prince Georges County. It will thus appear to your Honor that the Complainants claiming under a deed from the said Elisha Berry executed without any valuable consideration are seeking in a court of equity to set aside a deed executed by the said Elisha Berry for a full money consideration. This defendant further answering denies all and all manner of fraud deceit imposition or undue influence with which he stands charged in and by the said Bill of Complaint. This Respondent further says that from the time he contracted for said lands as hereinbefore stated he has been in the quiet & peaceable possession of the same, and having now fully answered the said Bill of Complaint prays that he may be hence dismissed with his reasonable costs & charges in this behalf most wrongfully sustained & will ever pray &c.

Thos. G. Pratt &c.,
C. C. Magruder for Defendants.

State of Maryland, Prince Georges County, Set.

On this ninth day of July eighteen hundred & forty one personally appeared before the subscriber a justice of the peace of the State of Maryland in & for said County William F. Berry the above named Defendant and makes oath on the Holy Evangely of Almighty God that the matters & things in the above & aforegoing answer set forth are correct & true as therein stated. Sworn before. J. B. Belt, J. Peace.

Defendants Exhibit No. 1.

Know all men by these presents that I, Elisha Berry of P. Geo. Coty in the State of Maryland are held and firmly bound to William F. Berry of the County and State aforesaid in the just sum of ten thousand dollars current money to be paid to the said William F. Berry his certain attorney executors administrators or assigns for which payment well and truly to be made I bind myself my heirs executors and administrators firmly by these presents sealed with my seal dated this ninth of Dec in the year of our Lord one thousand eight hundred and thirty six. The condition of the above obligation is such that if the above bounden Elisha Berry shall and do on or before the first day of November next ensuing the date hereof make execute and acknowledge such act deed or conveyance which shall be needful for conveying assuring establishing transferring and conforming unto the said William F. Berry his heirs and assigns a good pure absolute estate in fee simple clear of all incumbrances in and to the plantation with the improvements and appurtenances thereto belonging whenever the said William F. Berry now dwelleth and the same being part of a tract of land called "Chillum Castle" containing one hundred and ninety four acres more or less and part of one another tract of land called Belfast or Addition to Blacks Gift containing thirty seven acres also part of one another tract of land called Johns Chance Diminished & containing eleven and three fourths then this obligation to be void and of none effect else of full force and virtue in law.

Signed Sealed and delivered in presence of Ennis D. Ferguson } Signed, Elisha Berry. (Seal)

"Defendants Exhibit No. 2."