accompanied the said Brookes to the house of the said Elisha Berry and stated to him the information which he had received from the said Brookes that said Elisha Berry then stated to him that the said Brookes had married his the said Elisha's daughter and that as he had no employment he wished him to become his agent that he might give him something to do that the said Elisha Berry at the same time stated to the said Brookes that he did not wish him to go to law with this respondent and expressly stated to said Brookes that he was not as his agent to interfere with the negroes or crops on the land then occupied by this respondent, Further answering this Defendant says that the said Complainant is a man of weak mind and frequently from intoxication (to which he is addicted) incapable of transacting business of any kind but this Respondent says that when sober the said Elisha Berry is capable to transact business is extremely cautious and penurious and would be as inapt as any man to make a bad bargain for himself That the agency of this Defendant terminated on the day above mentioned (the 2nd of March 1840 from which time he has altogether ceased to interfere with or exercise any controul over the business or property of the Complainant. This respondent further answering says that the tobacco which was on hand at the time he became the agent of the Complainant was in quantity six thousand eight hundred and seventy five pounds (6875 lbs) that four hogsheads thereof weighing three thousand three hundred and forty two pounds were packed and sold by this Respondent to A. C. Casanave for one hundred and sixty two dollars & thirty seven cents and the money received by this respondent as will appear by an account of the said sale herewith filed marked Exhibit No. 1 & which together with his other exhibits he prays may be taken as a part of this answer that the residue of said tobacco amounting to three thousand five hundred & thirty two pounds was sold interim (that is without being packed) to one Elisha Berry for one hundred and fifty eight dollars and ninety eight cents only forty dollars and fifty cents of which was received by this respondent that the residue was applied in payment of the debts of the Complainant as will appear by a paper herewith filed marked Exhibit No. 2, Further answering this Defendant says that the entire tobacco made on the estates of the Complainant in the year 1836 was six thousand one hundred and eighty four pounds which was sold for three hundred and forty nine dollars & twelve cents that the tobacco made in the year 1837 was sold in 1838 to A. C. Casanave & Co for four hundred and forty nine dollars & forty one cents as will appear by the paper herewith filed marked exhibit No. 3 and that the crops made in the year 1838 and 1839 are now unsold the crop of 1838 in the Ware House at Bladensburgh and the crop of 1839 on the estate of the Complainant and in his possession —, Further answering this Defendant says that no wheat rye or oats were sold from the estate of the said Elisha Berry during the years 1836, 1837 or 1838 and the year 1839 no grain was sold except about eighty bushel of oats and a crop of wheat & forty one bushels of oats were sold by this respondent for twenty two dollars & fourteen cents and the residue was sold by the Complainant's overseer and the proceeds laid out by

him in the purchase of groceries for the Complainant that the crop of wheat sold for two hundred and ten dollars & ninety five cents that all the grain made during those years except wheat is above specified was used in the family of the Complainant. That the negro man Stephen which the Bill alleges was sold by this Defendant was in fact sold by this Defendant was in fact sold by this Defendant in the presence of and by the directions of the Complainant for eight hundred and fifty dollars of which was given to this Defendant for the apprehension of said negro who had prior to said sale absconded from the Complainant and the residue eight hundred dollars was given to the said Elisha Berry. That the negro woman Hannah and her two children mentioned in the and Bill as having been sold by this Defendant were in fact sold by the Complainant himself and the money received by him that the said negro children of Hannah were in fact valueless one of them being deformed and both terribly diseased so much so that the Purchaser of Hannah refused to give any thing for them and we only indueed from motives of humanity to take them with their mother and the said Elisha refusing to take them home with him. That the said Hannah & her children were sold for four hundred dollars one hundred of which was paid by the said Elisha Berry to the person who had apprehended them in the City of Baltimore and two hundred sixty dollars was given by the said Elisha Berry to this defendant as his agent to be applied to the debts of the complainant which was accordingly done, That the Colt referred to as having been sold by this Defendant about Feby 1840 was the property of this Defendant and never had belonged to the complainant, That the mare & colt alleged to have been exchanged by this Defendant for a waggon was the property of this Defendant he having given the complainant for the said mare another horse which is now in his possession the colt was raised by this Defendant after the exchange, Further answering this Defendant says that on the ninth of December eighteen hundred and thirty six he purchased of the Complainant 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 a part of another tract of land called "Solon's Choice Diminished" containing eleven & three fourth acres for which this defendant agreed to give the sum of three thousand and seven hundred dollars being the amount the said Complainant had given for the same as will appear by a copy of the Bond of conveyance from said complainant to this Defendant herewith filed marked Exhibit No. 4, That this Defendant paid on the fifth day of December eighteen hundred and thirty six to the complainant being four days prior to the execution of the said Bond of conveyance by the said complainant and the time at which this Defendant contracted for said lands the sum of two thousand dollars and has since paid the entire purchase money for said land That the said complainant accordingly on the twenty first day of June eighteen hundred and thirty nine conveyed the said lands in fee simple to this respondent as will appear by a certified copy of said deed herewith