filed marked Exhibit No 5, That the complainant being unable to procure the relinquishment of his wifes dower in said lands as he had contracted to do executed on the day of the date of said deed (the 21st of June 1839) a bond indemnifying this Defendant from all claim of dower on the part of his said wife as will also appear by a copy thereof herewith filed marked Exhibit No 6, That on the first day of Jany eighteen hundred and thirty seven the Complainant entered into a contract with this defendant (a copy of which is herewith filed marked Exhibit No 7 by which the complainant agreed to furnish the negroes Hors &c &c in the said agreement mentioned with which the Defendant was to work the said land for the term of ten years and pay to the Complainant one half the nett proceeds after deducting all expenses incident to the cultivation of said land. Further answering this Defendant says that on the eighth day of January eighteen hundred and thirty nine (8th Jany 1839) he had a full settlement of his agency with the said Complainant including the portion of the proceeds of the lands so purchased by the Defendant and worked as aforesaid with the negroes &c by the Complainant on the joint account of the Complainant & Defendant by which settlement after allowing the Complainant every thing to which he was entitled from the Defendant to said Complainant was indebted to the Defendant in the sum of four hundred and forty dollars and thirty two cents as will appear by a copy of the paper hereunto filed marked No 8. Further answering this Defendant says that it is untrue that he has possessed himself of the tobacco grown on the estates of the Complainant in the year eighteen hundred and thirty nine this defendant expressly states that he has possessed himself of no part of the tobacco grown upon the estates of the Complainant in 1839 or in other year year except as hereinbefore set forth he expressly states that the crop of 1838 was inspected in the name of the complainant at the Bladensburgh Warehouse and is still there entirely under the control of the Complainant, and that all the tobacco grown on the estate of the Complainant in 1839 is in the possession of the Complainant unless he has disposed of it since the agency of this Defendant ceased. In regard to the tobacco and other crops grown on the estates purchased as aforesaid by this Defendant of the Complainant this Defendant says that he does claim the right to control them and he humbly submits that his right will appear unquestionable by an inspection of the evidences of title which are submitted as a part of this answer this Defendant always intending to pay to the Complainant one half of the nett proceeds after deducting the expenses &c attending the cultivation of said land. This Defendant has delivered to the Complainant all the property which he was entitled to or which he this defendant had in his possession belonging to him and this Defendant claims claims no right or intention to interfere with any property belonging to the Complainant except that mentioned in exhibit No 7 and he humbly submits and states that the injunction issued in this cause so far as it operates to prevent the the disposal of the crops made on the land purchased as aforesaid by the Defendant is oppressive upon him as he is prevented bringing



it to market by which great waste & loss has accrued to the Defendant His Defendant admits that after he purchased the estate hereinbefore referred to he took possession of said land and he humbly submits he had a right to do and that he has never used any of the means or property of the Complainant for the support of himself or his family. He expressly states that the charge that he & his family have been supported from the estate or property of the Complainant. Further answering this Defendant says that he has not received any sum of money on account of the Complainant since the settlement hereinbefore mentioned except the sum of twenty two dollars & fourteen cents for the oats hereinbefore mentioned and the sums which are credited in an account of the dealings and advances by the Defendant for the Complainant which is herewith filed marked Exhibit No 9 and this Respondent expressly states that said account exhibits a full and fair state of the account between him and the complainant that said account contains all the credits to which the Complainant is entitled on account of the agency of this Defendant and that the sums therein charged were actually & bona fide paid by the Defendant for the complainant out of his own pocket and from the funds of the Defendant for every item of which he has a voucher and which he is prepared to prove in such manner as your Honor may direct. His defendant having now fully answered the various obligations in said Bill contained and having fully stated all the matters in his knowledge in regard to which a discovery is prayed would most humbly pray to be hence dismissed with his reasonable costs & charges in this cause most unjustly sustained, and this defendant prays that the injunction heretofore granted in this cause may be dissolved and as in duty bound will ever pray &c. Thos. G. Pratt

C. C. Magruder, for the Deft.

State of Maryland, Prince Georges County Set.

On this 14th day of July 1840 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 & made oath on the Holy Evangelist of Almighty God that the aforegoing answer and the matters & things therein set forth are correct & true as stated to the best of his knowledge & belief.

Sworn before J. B. Bell, J. Peace.

Defendants Exhibit No 1.

Sold A. C. Casenave & Co. By E. Berry

| | | | | | |
|---|---|---|---|---|---|
| F.B. | 1 Hhd tobacco | 864 | 4 | | 34. 56 |
| | 1 D. | 838 | 4⅓ | | 37. 71 |
| | 2 D. | 858=782 | 5¼ | | 86. 10 |
| | | | | | 158. 37 |
| Alex 24 aug 183 | | 4 Hhds | | | 4. |

Cash pd. A. C. C. & Co. pr. Chas. J. Fox.

Exhibit No 2.

Elisha Berry. Bought of Elisha Berry.

April 6th 1836 = 3533 lb. Tobacco @ $4.50 ---------- $158.98

Paid William F. Berry ---------- $40.50