-cribed or any interest thereof or to any such effect or any memorandum or note in writing of any such agreement, all which this defendant doth aver and plead in bar to so much and such parts &c. &c.

And this defendant not waiving his said plea &c. &c. but for the purpose of sustaining the same for answer to said bill of Complaint or so much as it is advisable to answer answers and saith that for some time previous to the 21st of September 1836 your respondent rented of said Complainant the land mentioned in his bill of Complaint as his tenant and faithfully paid him all his rent. That about that time the said Complainant and your respondent did enter into an agreement signed by Complainant, but not by your respondent by which the said Complainant agreed to sell to this respondent the land mentioned in the bill of Complaint upon certain terms as stated in said bill; but that after your respondent had paid a considerable sum of money to the Complainant, the quantity of land was ascertained to be less than it was alledged to be by the said Complainant at the time of the said agreement. The same was therefore rescinded and the Complainant then agreed that the whole purchase money for said land should be five hundred dollars. In confirmation of this this respondent offers the receipt of said Wayman dated June 26. 1839 and signed by him which as exhibit A the prays may be considered part of this answer. The Respondent alledges that he has paid from time to time for said land sums of money amounting in the aggregate to the whole of the principal and interest due of the purchase money. This Respondent denies any disposition to cheat or defraud the Complainant or any actual or constructive fraud and he denies any wast or that he has done any thing to injure the said land but on the contrary alledges that he has greatly improved it having built two tobacco houses and cleared up and sowed in red top and timothy all the meadows. and this respondent prays to be hence dismissed with his reasonable costs.

John S Tyson Sol for deft

State of Maryland Howard District of Anne Arundel County Set.
Before the subscriber a justice of the peace of the said District personally appears Nathaniel Porter and makes oath that the facts contained in the above plea and answer are true to the best of his knowledge and belief.
Sworn to on this 23d day of May 1846

J Bradenbaugh

And the said cause thus standing was continued from Term to Term until the March Term 1847 at which Term came the Complainant aforesaid by his solicitor aforesaid and filed in the said cause his exceptions in the words following to wit.

Henry Wayman vs Nathaniel Porter } In Chancery
To the Honorable John Johnson Chancellor.
The Complainant prays leave to except to the Plea and answer filed by the defendant in this cause.
1. For that the Defendants plea of limitations is insufficient in that it is not alleged in said plea that the defendant had adverse possession of the land in said Bill mentioned for the space of twenty years next before the filing of said Bill or before issuing or suing out process against said Defendant
2. For that the Defendants second plea is insufficient and cannot be pleaded in bar of plaintiffs claim because the charge of part performance

of the parol agreement in said Bill alleged is in no manner met by any of the averments in said second plea.
3. For that the Defendants answer is insufficient in that the charge in said Bill of the defendants having given the Complainant a draft on defendants agent after he had drawn all his money out of the agents hands in in no manner met by said answer.
4. For that Defendant has failed to file with said answer the paper containing the terms or some of the terms of the said agreement as called for by said Bill
5th For that the said Plea and answer are insufficient and ought not to be received because the Defendant, by the order of this Court overruling his Demurrer heretofore filed in this cause has been ordered to pay to the Plaintiff the sum of five pounds current money and the costs thereof and be in contempt until the same are fully discharged and paid. and the said sum of money and costs, not having been paid by said defendant it is submitted that the said Defendant is yet in contempt and the Plaintiff prays that an attachment of contempt may issue against said defendant and that his said plea and answer may not be received

A Randall for Wayman

And thereupon the Chancellor passed the following order.

In Chancery 12 June 1847.

Ordered that the within exceptions stand for hearing on the 10 day of July next provided a copy thereof and of this order be served on the defendant or his solicitor, on or before the 30th of this month.

John Johnson Chr

And afterwards at the same Term came the Complainant aforesaid by his solicitor aforesaid and filed in the said cause a copy of the said Exceptions and order with the service thereon in the words following to wit:

Henry Wayman vs Nathaniel Porter } In Chancery
To the Honorable John Johnson Chancellor
The Complainant prays leave except to the Plea and answer filed by the defendant in this cause
1st For that the defendants plea of limitation is insufficient in that it is not alleged in said plea that the Defendant had adverse possession of the land in said Bill mentioned for the space of twenty years next before the filing of said Bill, or before issuing or suing out process against said Defendant
2d For that the Defendants second plea is insufficient and cannot be pleaded in bar of plaintiffs claim because the charge of part performance of the parol agreement in said Bill alleged is in no manner met by any of the averments in said second plea
3d For that the Defendants answer is insufficient in that the charge in said Bill of the defendants having given the Complainant a draft on Defendants agent after he had drawn all his money out of the agents hands is in no manner met by said answer
4. For that defendant has failed to file with said answer the paper containing the terms or some of the terms of the said agreement as called by said Bill
5. For that the said plea an answer are insufficient and ought not to be received because the defendant by the orders of this Court overruling his Demurrer heretofore filed in this case has been ordered to pay the plaintiff