Gill Esquire the Solicitor of the Complainant, demanded payment of this Respondent of a sum of money the same demanded in the Bill but as he was in nowise indebted to the Complainant he refused to pay the same.

This Respondent having no knowledge or information as to the insolvency of said John I Gross does not admit the allegation in the Bill of such insolvency.

Further answering he admits that in the year 1844 an action of ejectment was instituted by said Merryman in Baltimore County Court to recover possession of the ground mentioned in the original lease aforesaid from said Merryman to said John I Gross and John Gross by reason of Rent in arrear under said Lease, and that this Respondent and the Complainant were served with notice of said Ejectment suit as tenants in possession of the premises.

And the said Respondent avers and relies upon it as a Complete answer to the claim of the Complainant that on the ninth day of December 1844 this Respondent and William H Collins then acting as the attorney for the Complainant met together and made an adjustment inter se of the ground rent due to the said Merryman up to the eleventh day of October 1844 on said lot of ground for the recovery of which said Ejectment had been brought and which was then pending. That under the terms of an agreement then made between this Respondent and the Complainant by his attorney this Respondent agreed to pay in full satisfaction of the rent which he was liable to pay as assignee of a portion of the ground mentioned in the ejectment proceedings up to said 11th day of October 1844 a certain sum of money then and there agreed upon which he avers was immediately paid by him to said Merryman through his attorney Charles H Ridley by which payment of this Respondent the Complainant was enabled to have the said ejectment suit dismissed. And this Respondent avers that it was the design and intention of the agreement and settlement thus made this Respondent should not be liable to any suit or demand on the part of the Complainant on account of the said ground rent or any part thereof accruing or accrued up to said eleventh day of October 1844 and he avers that the purport and intention of said agreement thus made between Mr. Collins and this Respondent was fully explained and made known to the Complainant and that said Complainant was then expressly advised by his legal adviser Mr. Collins. That there remained a full and Complete remedy for him against Daniel B Banks the person by whom the ground in the occupancy of the Complainant had been conveyed to him and he avers that in virtue of the agreement aforesaid and the payment in accordance therewith said ejectment suit was forthwith dismissed and that said agreement will operate a manifest fraud and imposition upon this Respondent if said Complainant can now be allowed in violation thereof to sue and claim of this Respondent for any sum of money alleged to have been paid by him to said Merryman for Rent accruing on the property aforesaid up to said day in October 1844.

And to show the intention of the parties at the time of the adjustment and agreement aforesaid this Respondent (being informed and believing) avers that subsequent to such agreement said Complainant had interviews with his said legal adviser in relation to legal proceedings contemplated against said Daniel B Banks for the settlement of the identical controversy now brought into this Court by the said Bill

of Complaint.

And this Respondent avers further that before and since the settlement made as aforesaid in Conversations between Respondent and Complainant the latter always mentioned Daniel B Banks as the party from whom he intended to seek redress and he avers further that for nearly two years the Complainant although in the habit of meeting this Respondent frequently, has never made any demand upon him and until the institution of this suit or a short time prior thereto no intimation has ever been given to him that he was in anywise held responsible for the pretended Claim set up in said Bill while on the other hand the said Complainant subsequent to the settlement aforesaid has negotiated with said Daniel B Banks and has actually received from him a large portion of the money paid by Complainant to said Merryman on the said ninth day of December 1844 The said D B Banks thereby purchasing "Peace" and shifting the Controversy upon this Respondent and his Codefendant Spence.

And this Respondent avers further upon information and belief that when the said deed of September 1843 (among Complainants Exhibits) was about to be made from said Banks to Complainant the latter requested Mr Banks to have the same prepared by a conveyancer. That said Banks applied to one of the most skilful and experienced Conveyancers in the City of Baltimore to wit Samuel Pickering who then informed said Banks that said deed would be inoperative and would not convey to Complainant said ground discharged of the payment of said ground rent of thirty seven dollars and a half, but that said ground would continue liable to contribution for the rent mentioned and reserved in the original Lease of the premises to whomsoever might hold the residue of the ground.

This Respondent charges therefore that said Complainant took his said deed of Conveyance with knowledge of its being inoperative and inadequate to the ends proposed notice to his agent Mr. Banks being equivalent in Law to notice to the principal and he prays to be hence dismissed with his costs.

Benj C Barroll

State of Maryland City of Baltimore Set.

On this 18th January 1847 before me the subscriber a Justice of the Peace of the State and City aforesaid personally appears Benjamin C Barroll the respondent in the foregoing answer he being personally known to be and makes oath on the Holy Evangely that the matters and facts set forth in said answer are true as therein stated to the best of his knowledge information and belief.

Sworn before J Hanson Belt.

And the said cause thus standing was continued until the next Term of the said Court at which next Term to wit March Term 1847 an attachment to answer was issued against the defendant Nicholas C Spence returnable to the next Term of the said Court to wit July Term 1847.

And afterwards at the same Term that is to say March Term 1847 came the Defendant Nicholas C Spence by his Counsel Thomas S Alexander Esquire and filed in the said cause his answer to the said Bill in the words following to wit:

The answer of Nicholas Carroll Spence of the City of Baltimore to the Bill of Complaint of John A Wahl against him in Chancery