of Caroline for the Defendants Parker Simmons John C Simmons and William Smithson and Julianna Smithson his wife and in their behalf appeared to the said bill. And the said cause thus standing was continued until the Fifth Term of the said Court which will be in the September Term 1836 the Defendant Parker Simmons John C Simmons William Smithson and Julianna Smithson by their Counsel aforesaid filed in the said cause their answer to the said Bill in the words following, to wit;

To the Honorable Hindrick Ringgold Chancellor of Maryland.

The joint answer of Parker Simmons John C Simmons William Simmons William Smithson and Julianna Smithson to the Bill of Complaint of John Kelley.

These Respondents now and at all times hereafter reserving to themselves all benefit and advantage of Exception to the manifold errors uncertainties and insufficiencies in the said Complainants Bill contained for answer unto so much as they are advised is material or proper for them to answer unto they answer and say that they do not know or have any reason to believe that the said Complainants became entitled to the several tracts or Land mentioned in the Bill or believe that he became to the same as is stated by him and that said several tracts of Land to wit Barnes Neglect Barnes Neglect Barnes Neglect Mandens Venture Indian Point Lemon Bishop Tombles and Hacks Point Island Fishermans Neglect, Greenland Rocky Hill The Company's Neglect Bennington Fancy Bear Island Goose Island Bessum Island Darrow & Johns Island Naples Neglect Hogg Barrens The Isle of May Henry Island Mount Allas Bullsead Part of Partnership Bolles discovery Rocks Chico or Wigam Island and New Paradise mentioned by and conveyed to John Simmons late of Caroline County deceased upon the conditions and for the purposes stated in said Complainants Bill namely for the purpose of securing the money due by the said John Kelley to the said John Simmons and all moneys the said John Simmons has or should become security for the said Kelley or should thereafter advance to or for him the particular of which items and conditions more fully appear by reference to the Writings exhibited by Complainant and marked Exhibit D and E Hereunto annexed which Respondents admit was signed by the said John Simmons and by which he bound himself to convey to the said John Kelley several of the tracts of Land aforesaid upon terms and conditions aforesaid and they believe that the reason why the names of said the tracts of Land were not mentioned in the said Writing is correctly stated by said Complainant that it is true as stated by said Complainant that the said John Simmons departed this life in or about the May 1835 and that these Respondents together with the persons mentioned by said Complainants are his Heirs at Law, that it is also true that your Respondent Parker is his Executor and has duly received from the Orphans Court of Caroline County Letters Testamentary on

Estate and that your Respondents William and Julianna have intermarried as stated by said Complainants, All these Respondents further say that it does not appear and they are informed and believe that said Complainant and said John Simmons had a settlement of their accounts on the 26 August 1834 by which there was a balance acknowledged to be due by the said Complainant to the said John Simmons of Thirteen hundred and four dollars fifty four cents with interest to be paid after which the said John Simmons paid him divers dollars exclusive of a Judgment which a certain John Kelley had then recovered against said John Simmons as surety for the said John Kelley amounting as was then estimated to about the sum of four hundred dollars which the said John Kelley promised to return to the said John Simmons in case the said John Simmons should be obliged to pay the same all which will more fully appear by reference to a true Copy of said settlement signed by the said John Simmons and said John Kelley and annexed as part of this answer and in as much as these Respondents are informed and believe that the said John Kelley did pay his hundred dollars to the said John Simmons during his life time on account of said Judgment but that since the death of the said John Simmons to wit on the 7th day of July 1835 your Respondent Parker as his Executor was obliged to pay the full amount of said Judgment to said Kelley which was the sum of four hundred and forty five dollars and seventy five cents and that there is still due on account of said fees sundry officers fees for which the said Estate is yet liable amounting to about the sum of twenty dollars and which your Respondent Parker Executor as aforesaid is now required to pay; And these Respondents further say that the said John Kelley has never paid any portion of the moneys due on the said settlement and judgment except the sum of his hundred dollars as aforesaid. He absolutely neglects and refuses to make any payment whatever on account thereof or on account of the officers fees due as aforesaid. That your Respondent Parker the said Executor has brought suits at Law in Caroline County and against the said John Kelley to recover the moneys due by him but that the writs in said suits have been returned Non Est in consequence of the evasions concealment of the said John Kelley who plagues the County aforesaid. That if there are any errors or mistakes in said settlement or charges in said Bill which they do not believe these Respondents are certainly not desirous of depriving him of the advantage thereof and accordingly herewith exhibit a fair and literal transcript from the Books of the said John Simmons of the account of said John Kelley to the said John Simmons and copies of all which are notes and obligations they against are made in the said settlement and form part of the Balance due by the said John Kelley aforesaid, and are of which the said Executor is ready and willing to deliver up whenever the said Complainant shall the money due by him