The answer of James S Thomas of the District of Columbia to the Bill of Complaint of Fredk K Rebert and Samuel L Brooke of Bruce Dennys County against him in your Honors Court

The defendant reserving to himself all manner of Exception to the Errors and uncertainty in said Bill for answer thereto or to such thereof as he is thereby advised & required to answer saith that he is true that the said Complainants on the day and year stated in said Bill of purchase of him the Lands therein stated and described and for the consideration money as therein stated - all of which fully appears by their said Exhibit No 1 which is admitted to be duplicate of the original agreement referred to by your said respondent - A Body of which said Duplicate & as words and is in the hands & Custody of the said Fredk K Rebert and the Complainants in the same deny that the original agreement was - The Defendant admits the Survey and Outlets of said Land as stated and appears by the said Exhibit No of said Complainants and the original amount of the purchase Money as therein stated by them. But your Respondent says that they are not true that the said Land was surveyed only upon the said Complainants the obligation to pay to your Respondent in Cash the sum of three thousand dollars and to exceed it when so soon as the quantity of acres could be ascertained by actual survey their Lands or notes for the residue of the purchase Money that is to say as your said paid three fifth part thereof their Bond or Note payable on the 1st day of January 1847 with interest from the 1st day of January 1847 and in the same manner as to other said installments as stated by the Complainants because the said statement is only a partial statement of the terms of said agreement and is altogether false the Letter and Spirit thereof. And the agreement was therein & hereinafter for in the said agreement & the further leading term as to the manner of paying said purchase money and immediately connected with the Summons for the said first payment which states it to be a part of the purchase Money stating the express stipulation and reservation thereof interest annual instalments with interest at the rate aforesaid unpaid from the 1st day of January 1847 the residue of the purchase money altered to as remaining unpaid after deducting said Cash payment was $15760 as exactly stated by the Complainants with Note of the sum which should remain unpaid at the time appointed for the payment of the annual instalments the Interest should be annually payable

except for the year 1846 for the reason stated in the said agreement was suggested by the Complainants agreement payable annually on such part of the purchase Money as might be then due interpleading an Effect a New Lien on the aforesaid - This it appears to your Respondent is the plain true Common sense meaning to be given to the contract of the parties, and the purpose to be accomplished thereby and the said Vendee's Solemnd as to the day and year for the payment of said instalments - That plain intent of the parties as also shown in each of the instances above recited from the terms of the Notes of the purchase with interest from the said first day of January 1847 as aforesaid And in the Note of said Residue of the unpaid purchase Money, the terms Note and unpaid were used in Contradistinction to the part only the instalment that might be then due in the instances of the two first instalments the Language of is how varied from the others by using the Word and therein that the terms as aforesaid are settled contained to be used and must still hold as in the other instances as recited in and thereby fully accepted, with due submission your Respondent asks Leave to say that of the Consideration as shown by the agreement & with any thing (there being no other reason) it would appear to be so stated that only to be released to and in the annual duty & parties enstalment in the manner specially in the words as aforesaid which it stands to instruct Officers in their Treasury to the Interest to be paid merely upon the publication enstalment at the time the same accrue due and in order the absurdity that by enlarged in the whole unpaid purchase Money was made only on the one sixth part thereof. Your Respondent further says that in the [illegible] leading Notes entitled that the Interest on the purchase money to be annually from stand be as follows for and considerably could be paid thereon for the term therein reserving an annual annuity for said Loan whole and the Time of the said was from on of the Lands 600 of inspected Crop Tobacco in casks well conditioned Clear of all land Liens and Rent and Equal in quality to any that the Lands be made with your premises on of the other Tenants for thereon pounds of Crop Tobacco the your Respondent then Rent may be expected from the part of the agreement which stipulates that as Interest was to be paid for the year 1846 & then with no other part thereof which states that the said Rent for the year 1846 was to be received by your respondent on Lieu of interest for said year the Letter of this Respondent from is in Exhibit 2 the Complainant is also prayed to for the same purpose, and is