Five hundred and twenty seven dollars and eighty cents, and on 28 November 1855 the sum of Four hundred and fifty dollars and it was returned after making said last payment that the Respondent received from the Complainants any intimation that there was or was to be supposed to be any deficiency in quantity of land so sold as aforesaid, In the Meantime the said Jones Gathmond from the City of Baltimore and possibly from the State of Maryland and has left no property behind him out of which the Respondent could know indemnity in the event of his being compelled to pay any allowance to the Complainants as claimed by them,

And the Respondent avers that he knows nothing of there being any deficiency in the quantity of land as aforesaid purchased or supposed to be purchased by Complainants other than he has derived from Complainants themselves, and he refers to their Exhibit D as showing that the survey alleged to be made by Complainants was not made of the land called Nineveh agreeably to the metes and bounds as expressed in the patent thereof, but that part of said land which is now is supposed to be in the possession of said Complainants. And the Respondent has been informed as from the Complainants themselves that the said land called Nineveh as originally surveyed contains or is supposed to contain land which had been previously included in older lines, and which was and is claimed and possessed by other parties. And that the Complainants in the survey so made by them have excluded the land so as aforesaid claimed or owned by other parties and by such exclusion show no deficiency in the quantity of land agreed to be purchased by them as aforesaid, And the said Complainants do not prove that Nineveh according to its courses and distances as expressed in the patent thereof does not contain the quantity as estimated but simply that by reason of the conflicting title or supposed titles of parties claiming under older surveys the patentee of Nineveh did not by his said patent acquire a good title to all the land included therein, and consequently that this Respondent claiming under the said patent had not and could not convey a good title to the Complainants to all said land, But this Respondent expressly denies that at the time of his agreement as aforesaid with the Complainants he had any knowledge or notice of in any case to suspect there was any defect of title to any part of the land aforesaid, And he avers that all the information that he has since acquired in relation to such defect of title is derived from the Complainants, And he is advised that he is not bound to admit the truth of such averments so made by Complainants, but that the same if material to the determination of the cause should be established by competent testimony

And this Respondent further avers that in all



his intercourse with Complainant in relation to said land he exercised the most perfect good faith, Explaining fully and truthfully the title to said land so far as he understood it, that said Complainants understood that he had sold land only as security for a debt due him from said Jones that he was assenting to the said sale to the Complainants only as a matter of accommodation to the said Jones and Complainants and that it was understood on all sides that the effect of the arrangement proposed was to place the Complainants in the situation of said Jones in respect to the said land and to this Respondent and that consequently they were to become debtors in the stead of Jones for the balance due by said Jones to this Respondent, and that said Jones would be discharged from his responsibility for said debt to this Respondent and that in payment of the money due this Respondent the said Complainants would have a right to demand of this Respondent just such conveyance as the said Jones might have required of him. And this Respondent avers that he never had agreed to warrant and the Complainants never expected him to warrant the title to said land except as is stipulated for in his aforesaid agreement that is to say against himself and all parties claiming under him and that he never made any representation in respect of title to the said Complainants other than the solemnity Catholicus Tenet and Gentlefolk made that he this Respondent had caused the Records of Baltimore to be examined and believes the title to be good, And this Statement this Respondent firmly believes was not made until the said Wm A Talbott Esquire as Counsel for Complainants had made his Examinations into the title aforesaid and had prepared the Articles of Agreement to be Executed by the parties

And he further avers that in consequence of said arrangement and not doubting that the Complainants would carry out the same he permitted the said Jones to receive a considerable part of the said purchase Money from the Complainants and has almost discharged the said Jones from his responsibility as aforesaid so that he is advised that of the said Jones now being present and in possession of property this Respondent could not establish a claim against him.

And this Respondent submits that as he was party to the general of sale as aforesaid only as an incumbrance holding the title to the premises sold only as a security for payment of money due him and as this has relation to said premises and known to Complainants and as the said Complainants dealt with the said Jones as owner of said premises he this Respondent cannot be held in any manner liable