said sale it was understood and agreed that the said William was to pay off and discharge the debts of said Judgments principal interest and costs the same being a lien on said Real Estate so purchased by him and that the interest in arrear at the time of said purchase and the principal and costs were to constitute part of the consideration agreed to be paid for said two fifths interest and these defendants further say that all the real Estate of said William including the said two fifths interest so purchased by him from the Complainant has since the death of said William G Veil on the 23 day of Dec last been sold by his Executors under the provisions of said Will to the said William Joshua Dell and Isaac Ankeny two of these respondents and that out of the proceeds of said sales the said Executors will fully pay off and discharge the principal of said Judgments and all costs and further interest thereon. These defendants further answering say that the said William soon after said purchase to Veil on the 1st of April 1849 satisfied for the said Complainant the judgments in favor of John H Huyett amounting together with costs to the sum of seventy three dollars and seventy nine cents, which the said William afterwards paid and satisfied that on or about the 30 day of May 1849 the said William settled with Abraham Teeter a debt due by the Complainant to said Teeter for five hundred dollars. That the said William also paid and the terms of said purchase to Jesse Craig for the Complainant the sum of one hundred and twenty two dollars in lieu of a Note which the said Craig held against the Complainant. That the said William also paid as these defendants are informed and believe other moneys to the Complainant and to others for him at his instance and request amounting to fully as much as of not exceeding the entire Consideration for the said purchase of said two fifths interest of said Land and they aver that the said consideration so far as they know or believe has been fully paid but if upon a proper account any balance shall be found to be fairly and justly due to the Complainant in said said these defendants will be prepared to pay the same as said Court may order or direct and should the said Complainant be found to have paid on the same they will claim such surplus to be refunded. They further answering say that they admit the validity in Equity of said contract of sale and pray that the said Complainant may be decreed to convey to the devisees of said William, or to the said purchasers of said Lands so sold by his Executors as aforesaid their Heirs or assigns by a good and sufficient deed or deeds for the purpose properly acknowledged and delivered free from the contingent right of dower of the Wife of said James and all other incumbrances the said two fifths interest of the said Complainant shall be found overpaid, or if not overpaid upon the Complainant being paid whatever shall be fully and fairly found due to him and after the payment to said Fiery of the Judgments held by him as aforesaid or whatever is or shall be due him on the same. And these defendants deny all and all manner of fraud and deception charged in and by said Bill of Complaint, without this that there is any other matter cause or thing in said Bill contained material or necessary for these defendants to answer and not herein sufficiently answered confessed traversed and avoided as doubtful to their knowledge or belief, all which matters and things these defendants are ready and willing to aver maintain and prove as the Honorable Court shall direct and they humbly pray &c

D Weand Sol for deft.

State of Maryland Washington County Sct. On this 12 day of March A D 1857 personally appear before me the Subscriber one of the Justices of the Peace of said State in and for the County aforesaid Hannah C Dell Lorenzo D Dell, Abraham K Dell Gustavus M Dell William J Dell Walter S Dell Isaac Ankeny and Ellen J Ankeny his Wife and made Oath on the Holy Evangels of Almighty God that the matters and things stated in the foregoing answer as being within their own knowledge respectively are true and those which are so stated not stated upon the information of others they believe to be true,

J Reitzel J P.

Here follows the Exhibits marked B mentioned and referred to in the foregoing Bill of Complaint of William Joshua Dell Abraham K Dell and Isaac Ankeny Terretenants and Nelson J Dell and others Executors of William Dell deceased G Veil.

In Washington County Court March Term 1844.

Henry and Joseph Fiery Exors of Sabina Fiery deceased use of Joseph Fiery.
vs.
James B Dell.

No 216 Appearances.
Debt $2,127.26 Note and Mar Copies by consent Judgt by confession G Mar for $2,127.26 Debt and $500 damages and costs. The damages to be released on payment of the Debt with interest from the 1st day of April 1844 till paid and costs $4,95 1/3 Stay of execution for 12 Months.
Credit Debt paid this April 1, 1855 Judgment Signed 11th April 1844.
Scifa 19 Appts Fiery Term 1857.
Test Isaac Nesbitt Clk.

Sabina Fiery Adm'rix of Joseph Fiery.
vs
James B Dell and Terretenants

No 63. Trials November Term 1855.
Scifa to record Judgt Debt $2,127.26 Damages $500 costs $4,95 1/3 Made known Autefieri Motion to amend Sheriffs return, and leave granted,
Judgment Scifa by confession for $2,127.26 debt and $500 damages and costs, the damages to be released on the payment of the debt with interest thereon from the 1st day of April 1844 to be paid and costs of the original Judgment and costs.
Credit Debt paid to 1 April 1855. Isaac Nesbitt Clk

Joseph Fiery
vs
James B Dell

No 217 Appearances March T 1844.
Debt $1130. Note and Mar Copies by consent Judgt by confession G Mar for $1130 Debt and $200 damages and costs. The Damages to be released on the payment of the debt with Interest from the 1st day of April 1844 till paid and costs. Stay of Execution for 12 months Judgt signed 11 April 1844 Scifa No 34 Appts Fiery Term 1857.
Credit paid to 1st Apl 1855 Test Isaac Nesbitt Clk

Joseph Fiery
vs
James B Dell and Terretenants

No 36 Trials May Term 1855.
Scifa to record Judgt made known Autefieri Judgt Scifa by confession for $1130 Debt and $200 Damages and costs The Damages to be released on the payment of the Debt with interest thereon from the 1st day of April 1844 till paid and