stated do give the complainants any cause of complaint against this defendant, and the other defendants the same is triable and determinable at law and ought not to be enquired of by this Court. Wherefore and for divers other errors and imperfections this defendant demands the Judgment of this Court whether he shall be compelled to make any further or other answer to the said bill or any of the matters and things herein contained and prays to be hence dismissed with his reasonable costs in this behalf &c.

C. C. Magruder & N. C. Stephen
for Richard D. Hall.

Whereupon the said Richard D. Hall by his Solicitors aforesaid prays leave of the Court here to withdraw the aforegoing demurrer to which is done accordingly. Whereupon the said Richard D. Hall by his Solicitors aforesaid files in Court here, the following Answer to wit:

"To the Honorable the Circuit Court for Prince Georges County sitting as a Court of Equity. The answer of Richard D. Hall of said County to the Bill of Complaint of Luther D. Jones & others against him and others in said Court exhibited. The Respondent admits that some time in January 1843 the precise time he does not know a certain Joseph Isaac the person mentioned in the complainants bill sold to one Jacob T. Hall the person also therein mentioned all the right, title, and interest of himself the said Joseph Isaac and his Children Richard, James T. William W. Ruth A & Grafton H. Isaac in and to the real estate particularly described by the complainants at and for the sum of Seven hundred dollars. But your respondents denies that on the first day of January the time charged by the complainants or at any other time whatsoever thereafter the said Joseph Isaac received from the said Jacob T. Hall and a certain Joseph T. Jones the Complainants father their joint promissory note for the said sum of seven hundred dollars the purchase money of the said land as aforesaid, and your respondent says that if there is any such note in existence as charged by the said Complainants they be compelled to produce the same before your Honorable Court and be held to strict proof of the execution, delivery and consideration thereof. Your respondent admits that the said Joseph Isaac executed and delivered to the said Jacob T. Hall a bond of conveyance obliging himself and his said children to convey the said land to the said Jacob T. Hall, in fee upon payment of the said sum of seven hundred dollars the purchase money thereof, but whether the bond of conveyance described by the complainants is the same bond to which your respondent refers he knows not therefore cannot admit it to be genuine but require full proof thereof. Your respondent denies that any joint promissory note whatever was given by the said Jacob T. Hall and the said Joseph T. Jones for the purchase money of the said land and consequently no suit could have

been brought thereon, and your respondent therefore denies the bringing of the suit by the said Joseph Isaac on the joint promissory note mentioned in said bill the recovery of the Judgment thereon the issuing of the execution and the sizing and sale of the land to the said Joseph T. Jones, stated in said bill and your respondent demands that the complainants may be compelled to establish their allegations in this respect to the satisfaction of your Honorable Court. Your respondent admits that he is in possession of the said land and claims the same as a purchaser under an execution issued on the Judgment recovered by one William Duck against the said Jacob T. Hall referred to by the complainants and as described, and as described in the abstract of the deed filed by them as their Exhibit No 3 your respondent admits that the said Joseph T. Jones is dead that the complainants except Jonathan Isaac are his heirs at law and that the legal title to the said land is in the said Joseph Isaac and his said children all of whom are of full age. but your respondent denies that the complainants are entitled to have the said land conveyed to them by the said Isaac & children or have any lien whatever thereon or have paid any part of the purchase money therefor, but your respondent charges and insists that the whole of the purchase money for said land was paid by the said Jacob T. Hall and that the said land rightfully and legally belongs to your respondent in virtue of his purchase thereof under the said execution issued on the said Judgment of the said Duck against the said Jacob T. Hall. Your respondent further charges that the said complainants have not in and by their said bill stated such a case as doth or ought to entitle them to the relief thereby sought and prayed for from and against this and the other defendants and that if the matters stated do give the complainants any cause of complaint against this and the other defendants, the same is triable and determinable at law and ought not to be enquired of by this Court. Your respondent further charges that the said Jacob T. Hall having at the time when he purchased the said land of the said Joseph Isaac given to the said Joseph Isaac security for the purchase money thereof by the said Joseph Isaac taking the responsibility of the said Joseph T. Jones for the said purchase money - Your respondent is advised that the lien of the said Joseph Isaac on the said land for the purchase money thereof was thereby waived and extinguished and cannot now prevail over the rights and equities of your respondent who was a bona fide purchaser of the said land under said execution of the said Duck against the said Jacob T. Hall and for a valuable consideration.

This respondent having fully answered all the material allegations contained in the complainants bill prays that he may be hence dismissed with his reasonable costs in this suit sustained.