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Such Will as in the Libell is set forth and that he the said Respondent proved the same and took upon herself the Burthen of the Executorship thereof and returned Inventorys thereof into this Honourable Court, and afterwards by Virtue of a Commission to Mr. Peter Dent Deputy Commissary of Prince Georges County settled an Account of the Estate of the said John Atcherson Before the said Peter Dent, whereby this Respondent charged herself with Effects of her Testator which came to her Hands to the Value of Two Hundred and five Pounds Ten Shillings and five Pence Current Money out of which this Respondent hath Paid Funeral Expences and Debts to the Value of Seventy two Pounds Eighteen Shillings and four Pence as by the said Account so settled now remaining on this Honoble Court may appear, and hath since the Intermarriage of the Libellants Paid to the Libellant Lawrence the Value of Thirty Nine Pounds one Shilling and Nine Pence Current Money, and Before the filing the Libell Offered and hath Been always (since the Settling the said Estate) ready to Pay to the said Libellants the Ballance of the said Estate due to them, on Giving her sufficient counter Security to Indemnifie her against any Latent Debts that might appear hereafter against the Estate of the said John Atcherson But the Libellants Refusing no further Security since the Settlement of the Estate this Respondent hath not made any further Payment and humbly insists that without Good Security ag.t Latent Debts she Ought not to be Compelled thereto, and this Respondent denies that the Libellants since the settlement of the said Estate ever Offered her Security against Latent Debts, But admits in December Last Before the Settlement of the said Estate the Libellants Offered her a Bond sealed by Wm. Downs John Dunn and William Warder who Being Persons of no Worth as she apprehended she refused to accept of the Same, and this Respondent further saith that her Testator dying in the Month of February there was no Crop of Tobacco, Corn, Beans, Barley or Oates Begun and unfinished at the Time of the Death of her Testator, and that the Wheat & Rye begun and unfinished at the Time of his Death and all Other the Goods and Chattles of her Testator were duly appraised, and that all the things Mentioned in the Libel to be not appraised either did not Belong to the Testator or were appraised as Lumber Being of Little or no Value as by the said Inventories may appear, except two Beehives which were claimed By Mr. Theodosia Stone as Owner of the Land where the Testator lived, which was the reason why they were not appraised, But this Respondent does not know any thing of the five Shillings Current Money said in the Libell to be Paid her By Daniel Williams, and that the two French Crowns in the Libell mentioned were the Produce of some Corn the Testator sent over to Virginia in his Life time to sell for Money to Pay his Quit Rents with, which this Respondent received and therewith Paid the Quit Rents of the Testators Land, Before the taking upon her self the Execution of his Will, this Respondent Admits that she did after the Death of her Husband renounce the Bequest made to her by him But humbly insists that she is intituled by Law to one half Part of her Husbands Estate he not having any Lawfull Child or Children or any Legal Representative of them Living at the Time of his Death the Libellant Elizabeth Being not the Lawfull But the Bastard Child of the said John Atcherson, Born four or five years before his Intermarriage with her Mother which this Def.t can clearly prove, and this Respondent further saith that the Libellant Elizabeth Before her Intermarriage with the Libellant Lawrence,

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Being Desirous to have some Part of the Estate of the said John Atcherson Delivered to her to supply her Wants, did agree if the Respondent would renounce the bequest in the Will, and pay her some Part of the Estate of the said John Atcherson in hand to accept of one half of the Amount of the Clear Estate of the said John Atcherson and in Pursuance thereof did freely and Voluntarily and not by fraud or Surprise as by the Libell is unduly Suggested enter into a Bond to this Respondent in the Penalty of four Hundred Pounds Current Money with Condition thereunder Written to accept of one half Part of the amount of the Clear Estate of the said John Atcherson in lieu of the Part of the Estate she the said Elizabeth would have been entitled to by the said Testators Will as by the said Bond in this Respondents Possession ready to be produced may appear, which this Respondent insists was Given upon a good Consideration, since had she not apprehended the said Libellants would not have been Entitled to more than One half Part of the Estate of her said Husband she never would have renounced the Bequest to her in the Will, and this Respondent saith that she took a Receipt of the Libellant Lawrence for Four thousand four Hundred Pounds of Tobacco for fourteen Head of Cows and Calves which was the Price agreed upon Between them But not for Eight thousand four Hundred Pounds of Tobacco or any Other Large Sum of Tobacco as by the Libell is unduly Suggested, And this Respondent Humbly insists that she is Obliged to deliver neither Negroes, Cattle or any Other thing in Specie, Since by the Tenor of the Bond given By the said Libellant Elizabeth she was to have Only one half of the amount of the said Estate Without that, that there is any Other matter or thing in the Libellants said Libell Contained, Material or Effectual for this Respondent to make Answer unto, and not herein and hereby Sufficiently answered unto, Confessed or avoided Traversed or denied is true, to the Knowledge and Belief of this Respondent, all which matters and things this Respondent is ready to aver and Prove as this Honourable Court shall award, and humbly Prays to be hence Dismissed with her reasonable Costs and Charges in this Behalf wrongfully Sustained

Maryland gto ss. 5th day A. 1746 Then Marian Atcherson widow and Executrix of the Deceased John Atcherson late of Prince Georges County Planter made Oath that the Written Answer is the truth the whole truth and nothing But the truth to the Best of her Knowledge w.ch Oath I the Subscriber have Administered to her By Virtue of a special Commission from the Prerogative Office of this Province Directed to Co.l Robt. Hanson and Gust. Brown or any One of them Given under my hand & seal the Day and Year as above

Gust. Brown (Seal)

Whereupon this Cause is Continued Untill next Court and the same day is Given to the Libellants and Libellee also

At which said Next Court to Wit the second Tuesday of January Being the thirteenth Day of the same Month Anno Domini 1746 Came again the said Parties Libellants and Libellee by their Proximates aforesaid Whereupon it is Ruled that this Cause be heard next Court with Liberty to the Parties aforesaid to Examine Evidences Viva Voce and thereupon this Cause is Continued Untill Next Court and the same Day is given to the Libellants and Libellee also

At which said Next Court to Wit the second Tuesday of March Being the Tenth day of the same Month Anno Domini 1746 Came again as well the said Lawrence Macnemara and Elizabeth his Wife By