the said house and Lot to receive the purchase money when this respondent informed him that he was not the purchaser but that it was his son in law the said William Eberwein who was and that they must go to him for the purchase money which was accordingly done and the whole purchase money was actually paid by the said Eberwein therefor. He further states that when the said purchase money was about being paid the said Eberwein being unable himself to read the English language requested that the said deed should be read to him which was accordingly done and thereby learning that his name was not mentioned therein objected thereto and insisted that his own name should be inserted therein instead of that of this respondent when it was remarked by the said Fiquett that it would not do to make any alteration in the deed that had been already executed by himself and wife but that he the said Fiquette would have another deed from himself and wife prepared to the said Eberwein and that in the mean time the deed from himself and wife to this respondent should remain as it then was. He further states that a deed from the said Fiquette and wife to the said Eberwein for the house and lot aforesaid was actually prepared but never executed owing to the sudden death of the said Eberwein which took place a few days after the date of the said deed from the said Fiquett and wife to this respondent and he admits that Exhibit B. is the deed from the said Fiquette and wife to this respondent above referred to by him in his answer. He further states that the said William Eberwein departed this life on or about the fourteenth day of October 1832 leaving only one child viz: William Eberwein Junior his heir at law and legal representative and that the said William Eberwein Junior is now a minor under the age of twenty one years and that the said Winschhoff has been duly appointed his Guardian. He prays to be dismissed hence with his costs. — Jacob Schaub.

J. V. L. McMahon. — W. H. Collins, Solrs. for resp.t

State of Maryland, Baltimore Cty Ss: — Be it remembered that on this 18th day of May 1839 before the subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Jacob Schaub and made oath that the matters and facts set forth in the above answer are true to the best of his knowledge and belief. Sworn before. — John W. Peale.

And thereupon came into Court here the said Edward Winschoff by John V. L. McMahon, and William H. Collins, Esquires his solicitors and filed in Court here his answer to the bill of complaint aforesaid in form following to wit:

To the Hon. the Judges of Baltimore County Court sitting as a Court of Equity. The answer of Edward Winschhoff of the City of Baltimore to the bill of complaint of Charles Seinour filed against him and a certain Jacob Schaub in Baltimore County Court most respectfully states that your respondent reserving to himself all and all manner of exception to the said bill and to the manifold inaccuracies and misstatements therein contained for answer thereto or to so much thereof as he is informed it is proper and competent for him to answer for answer thereto states. That he admits that the is the son in law of the said Jacob Schaub having married the widow of William Eberwein which said widow was the daughter of the said Schaub and that the said Schaub being indebted to this respondent in the sum of about $1784.00 as will appear by translated copies of the original notes now in the possession of this respondent herewith filed, marked Exhibit

— the originals being in the German language are now in his possession ready to be produced when called for by the Court, did by Indenture bearing date on or about the second day of March 1838 and duly recorded among the Land Records of Baltimore County Court convey to this respondent the property in said Indenture mentioned and described and he believes that Complainants Exhibit A. to be a true copy of said Indenture and he further states that the said Indenture was executed by the said Schaub to this respondent in consequence of the said Indebtedness of the said Schaub to this respondent — and at this respondents repeated earnest and pressing solicitations and he further states that at the time of the date of the said deed he is informed and believes that the said Schaub was merely the Trustee of the House and Lot therein described for the benefit of one William Eberwein Jr. a minor and son and only child of this respondents wife by her former husband William Eberwein Senior for which said minor your respondent has been duly appointed Guardian by the orphan's Court for Baltimore County. You respondent further states that he is informed and believes that the following are the circumstances under which the said Schaub became the Trustee of the said House and Lot for the benefit of the said William Eberwein Jr. Some time in the Summer or fall of the year 1832 one Dominick Fiquette being the then owner of the said House and Lot in the said deed mentioned became desirous of selling the same which the said Schaub had been occupying for a number of years as the tenant of the said Fiquett who was desirous that the said Schaub should still continue to occupy the same applied to him the said Schaub either to purchase the said House and Lot himself or procure some person who would purchase it and permit him to continue to occupy it as he had before that time done when the said Schaub replied that he would endeavour to do so and in the course of a short time called and informed the said Fiquett that he procured a purchaser for the said house and Lot at the price asked but did not at that time tell him the name of the purchaser and that the said Fiquette supposing that Schaub himself intended to purchase the said House and Lot caused a deed thereof to be prepared from himself and wife to the said Schaub which was duly executed and recorded and is herewith filed marked Exhibit B. and prayed to be taken as a part of this answer. He further states that in point of fact the said William Eberwein was the purchaser of the said House and Lot and that when the said Fiquett called on the said Schaub with the said deed marked Exhibit B. then duly executed he was told that the said William Eberwein was the purchaser and that they must go to him for the purchase money which was accordingly done and the whole of the purchase money was actually paid by the said Eberwein to the said Fiquette and that the said Eberwein being unable to read English the deed was read over to him by some one who was then present and the said Eberwein then learning that his name was not mentioned in the said deed objected thereto and desired that his name should be inserted therein instead of that of the said Schaub when the said Fiquette remarked that that could not be done but that a new deed from himself and wife should be executed and delivered to the said Eberwein and that in the meantime the said deed so executed by the said Fiquette and wife to the said Schaub should remain and that accordingly a new