as you will answer the contrary at your peril.

(Seal) Witness the Honorable Stevenson Archer Chief Judge of our said Court the second day of September in the year of our Lord one thousand eight hundred and thirty nine. Issued the 11th day of September 1839.

Hio. Hall, Clk.

Sum.d John W. Walker, Shff.

The answer of George C. M'Coull of the City and County of Baltimore to the Bill of Complaint of Robert M'Coull and others in Baltimore County Court sitting as a Court of Equity exhibited. This Respondent now and at all times hereafter saving and reserving to himself all manner of advantage and benefit of exception to the many errors uncertainties and imperfections in said Bill of Complaint contained for answer thereto or to such parts thereof as he is advised it is material that he should answer unto saith. True it is as is set out in said Bill of Complaint that Robert M'Coull one of the Complainants being the owner of the leasehold property referred to in said Bill of Complaint Mortgaged the same to the house of Fridge and Morris of the City of Baltimore, as a security for a debt due from the said complainant to said Fridge and Morris. That subsequently said property was sold under a decree of the Court of Chancery and Fridge and Morris became the purchasers thereof. This Respondent further answering states that he did in a written memorandum at one period, but the precise day he does not remember, nor can he state whether the complainants exhibit A be the memorandum it professing to be but a copy and not in the hand writing of this Respondent by which he proposed to purchase said leasehold property from said Fridge and Morris on account of the complainants but he denies that he did purchase said property on said account but on the contrary avers that he bought the same in his own right and without professing in the written agreement of purchase to be acting in whole or in part as the agent of others. A copy of said agreement this Respondent herewith exhibits marked G. C. M. 1, and which with all other exhibits hereinafter referred to this Respondent prays may be received and taken as a part of this his answer. This respondent further answering denies that he at any time received from Fridge and Morris any Bond of conveyance as is stated in said Bill of Complaint or any other obligation to convey said property than is contained in said agreement. This respondent further answering says that he has fully paid Fridge and Morris the amount of the purchase money stipulated to be paid in said contract and agreement and that no part or portion of the money thus paid was furnished by the complainants or either of them but on the contrary that the same was wholly paid by this respondent and that it never occurred to this respondent in making said payments to call for contribution in the payments upon the complainants who were under no liabilities for nor had any interest in said purchase. Never dreaming that an attempt would be made by them to interpolate into his agreement a proposal never assented and by him expressly abandoned when he executed said contract. And this respondent in answer to the demands of the complainants preferred in their said Bill of complaint insists

that they have no legal interest in said purchase and relies for his defence upon the statute of frauds and perjuries as a flat bar to said demands. This Respondent admits that he went into the possession of the property so as aforesaid purchased by him of Fridge and Morris, that he repaired and improved the same at his own expense of money and of labor, and that being his own he has from time to time received therefrom the rents payable by its occupants. That the whole amount of rents received by him has been two thousand nine hundred and eighty four dollars and thirty seven cents and the expenses incurred about fifteen hundred dollars, as is shewn by a particular account thereof herewith filed marked G. C. M. 2. This respondent further answering admits that on or about the first day of June eighteen hundred and thirty nine he signed a paper of which Exhibit X of the complainants is a copy that the same was signed without any consideration and was purely gratuitous and such as he is advised cannot be enforced either at law or in equity that the same was entered into under erroneous impressions produced on his mind by misrepresentations and that he disclaims all obligation to carry out its terms by conveying to the complainants property to which they have no pretence of legal claim. This respondent denies that since the first day of June 1839 he has received a large amount of rents which he has refused to pay over to his father and mother as is alleged in said Bill of Complaint the whole sum received by him as well as he can now ascertain being about sixty dollars. This respondent denies all fraud with which by said Bill he stands charged without that there is in said Bill of complaint contained any matter or thing not herein and hereby sufficiently answered confessed or avoided traversed or denied and which it is material should be answered confessed or avoided traversed or denied is true and this respondent prays that the Injunction granted in this case may be dissolved and that he may be hence dismissed with his costs in this case most unreasonably sustained.

George C. M'Coull,

Nelson and Buchanan, Solrs. for Respt.

Maryland Baltc. City Set. On this 14th day of Septr. 1839 personally appeared before the subscriber one of the Justices of the peace of the State of Maryland in and for said City and made oath that the several matters in the foregoing answer contained are true as therein stated to the best of his knowledge and belief. Sworn before. P. Gorsuch.

G. C. M. No. 1. (Copy)

This cipartite agreement made this thirty first day of January in the year of our Lord one thousand eight hundred and thirty one between Alexander Fridge and William Morris of the City of Baltimore of the one part assignees & owners of the residue and remainder of an unexpired term of years in part of a tract of land called "Coles Harbor or Todds Range" and George C. M'Coull of the same place of the other part witnesseth, That the said Alexander Fridge and William Morris being desirous to sell and dispose of their interest in the said part of a tract of land to the said George C. M'Coull do hereby covenant and agree with him to make him a good and sufficient deed of all their interest in the said part of a tract of land as the same was conveyed to them by deed of