Mr Bradford — Enter our appearance

Neilson Poe

Th S Alexander

The Separate answer of Freeborn G Waters of the City of Baltimore to the Bill of Complaint of Charles A Waters and Ann Rebecca Waters his wife, (which said Ann Rebecca is lately deceased) against this defendant and others in Baltimore County Court as a Court of Equity exhibited —

This Defendant admits that in the year Eighteen hundred and forty five Charles Waters in the said Bill named and described as the grandfather of the Complainant Charles (and who is since deceased) was seized and possessed of real and personal Estate exceeding in value one hundred thousand dollars. He further admits that he has understood and believes that at or about this time the Complainant Charles was paying his addresses to the said Ann Rebecca with the sanction, approbation and consent of his said Grandfather and that subsequently in the month of February in the year eighteen hundred and forty six a marriage was duly had and celebrated between the said parties and with the like approval and consent of the said grandfather. This Defendant also admits that the said Complainant Charles was at the time destitute of the means of supporting a family, and he thinks it is highly probable that the union was formed in the hope and expectation that the Grandfather would assist them

But this defendant knows nothing of his own knowledge nor from information derived from the said Grandfather of any promise or undertaking by the said Grandfather in consideration of said marriage, that he would make any specific provision for the said Complainant Charles and his family. On the contrary this Respondent was present in the month of October eighteen hundred and forty five, when the said Charles A Waters delivered to the said Charles Waters, his Grandfather, a note signed as the respondent believes by William T Somerville, the brother of the said Rebecca wife of said Charles A (now deceased) and written as the said note stated at the request of Mr Somerville the mother of the said Ann Rebecca, the purport of which was that, as Charles A Waters and her daughter were desirous of being married, she wished to know, from him the said Charles Waters, whether he intended to pay the debts of his said Grandson, fix him upon a farm and settle upon him and annual provision That the said Granfather handed the said note this Respondent, and said to him that he would not comply with the requests presented in said note. That he had no idea of purchasing a wife for his Grandson that if he gave him nothing, it would be as much, as she promised to give her daughter, and that if he was not allowed to be the Judge of what he should give him he would give him nothing at all. And the respondent further states, that repeatedly during the latter part of the life of the said Granfather, he declared his intention to divide his Estate equally amongst all his Grandchildren and that, in all his conversations with the respondent which were frequent and confidential, and which embraced all his arrangements for the settlement of his Estate and provision for his family, he constantly referred to the said farm, and the stock thereon as constituting a portion of his Estate, and never gave this respondent in any manner, to understand that he had parted with the title to or the right of control

over the same, and this respondent on the contrary, has often heard him declare that he did not intend to part with such title or control in any manner whatever.

This defendant admits that shortly after said marriage the said Grandfather purchased the real Estate described in said Bill and placed the said Complainant Charles in possession thereof, and stocked said farm to a certain extent and the said Complainant thenceforth remained in possession of said farm and stock until the death of the said Grandfather and he still holds the same. But this Defendant knows not of his own knowledge, nor by any information derived from the said Grandfather that he the said Grandfather purchased the said real estate for the said Complainant or delivered possession thereof to the said Complainant in execution or in consequence of any agreement or assurance made with or given to them upon occasion or in consideration of their intermarriage as aforesaid or to the contrary after payment of the purchase money for said land being asked in whose name the Deed should be drawn, he expressed great surprise at the question and declared that the Land was his that he had paid for it and the deed was to be made to him. This Defendant has no doubt that in placing the Complainant in possession of said estate the Grandfather was actuated by a desire to assist said Complainant and to promote the comfort and happiness of the family and had resolved to make a permanent provision for them, but he is equally certain that the said Granfather had resolved to exercise his discretion in regard to the time at which and the manner in which such provision should be given

And this Defendant truly believes that the said Grandfather by his last Will and testament which is referred to by the said bill of Complaint did make as ample provision as he did suppose the said parties could have expected from him, and this defendant further states that the said Ann Rebecca has lately departed this life without issue and leaving the said Complainant Charles surviving her and he is advised that if the said Grandfather in his life time had given any assurance or promise or entered into any agreement whatever with the said Complainant Charles or with the said Ann Rebecca, or or any of her freinds on her behalf by reason whereof the said Complaint and his late wife in her life time could have maintained this suit or claimed any relief in this Court against the said Grandfather in his life time or his estate that such right and Equity is entirely barred and destroyed by the death of the said Ann Rebecca without issue as aforesaid, and as this Defendant is convinced the said Grandfather intended the provision made by said last will and testament for the said Complainant and his issue should be in full satisfaction of all expectations of advancement which he might have formed and as the allowance of the claims now advanced by the said Complainant would destroy the Equality which the Grandfather intended should exist amongst his Grandchildren, this Defendant is advised that it is his duty to insist and he therefore insists that the said Grandfather made no such promise or agreement for or in consideration of marriage between the said complainant and his said late wife as in said Bill is charged and that he made no such promise or agreement as aforesaid in writing according to the form and effect of the statute for preventions of frauds and perjuries. And that if any such promise or agreement as aforesaid was made whereby the said