sold for so small a sum, was that the party whose interest therein was purchased by the said Joshua had not a clear and perfect title to the same and this respondent of course acquired no other or better title than was held by said party. that this respondent does not know the exact time at which her father the said Joshua paid for said lands, but believes it was at the time of getting the deed for the same which deed bears date of the 28th of October 1818 and is herewith filed marked defendant Exhibit E. & B. No. 2. That besides the consideration money mentioned in said deed ($310 the said Joshua applied about five hundred dollars more of the monies belonging to this respondent towards the payment of a mortgage upon a lot on Hydan Street in the City of Baltimore being the same lot mentioned in the deed filed with complainants Bill and marked Exhibit A that after the payment of the aforesaid sums there still remained of this respondents money in the hands of the said Joshua the sum of $236 12/100 or thereabouts that matters remained in this condition until the fall of the following year and whenever spoken to upon the subject by her father the said Joshua this respondent was continually told by him that she should have the lands and lot aforesaid so as aforesaid purchased with the monies that in the fall of 1819 this respondent being about to intermarry with her first husband (Nelson R. Hall since deceased) the said Joshua executed to her the said deed filed with Complainants bill as Exhibit A that the actual consideration for said deed was the aforesaid sums of three hundred dollars and five hundred dollars of her monies applied by the said Joshua as herein before stated, and the aforesaid sum remaining in the hands of said Joshua and retained by him that this respondent thus actually paid for the lands and lot conveyed to her by said deed the full sum and valuable consideration of one thousand and seventeen Dollars, And this Respondent having thus fully and truly shewn what consideration was paid by her for the lands mentioned in the complainants Bill declares to be untrue and utterly denies the allegation in said Bill that the conveyance marked Complainants Exhibit A was made and executed by the said Joshua Swann without any good or valuable consideration for the same, and that the same was made fraudulently and with intent and in furtherance of a conspiracy between said Joshua Swann and this respondent to delay hinder and defraud the said Charles S. Sewall and Matthew Murray and others creditors of said Joshua Swann and denies that she had any notice or knowledge of any indebtedness of said Joshua to said Sewall and Murray or either of them prior to the execution of said deed of the 22d of October 1819. And this Respondent further answering admits that said Joshua Swann did occupy said lands from the date of said deed marked Complainant Exhibit A up to the time of his death, that this respondent resided upon said lands during a large portion of said period she believes for nine or ten years and permitted her father the said Joshua to occupy the same as averred in complainants Bill because her said parent was poor and afflicted and because she was enabled to live without taking to her own use the profits of said lands, that this Respondent never supposed that an act of kindness to a poor and aged parent could in any degree impair her title under the deed aforesaid that she certainly never in any manner abandoned her right to occupy the said lands at any time she might think proper so to do; And these Respondents James Baxter and Emily A. Baxter admit that after the death of said Joshua Swann they did enter upon the premises

aforesaid claiming title thereto under the said deed from said Joshua to the said Emily A. and that they now hold and occupy a portion of the said lands claiming title thereto under said deed; and these Respondents deny that that they had knowledge at the time of taking possession of said premises after the death of said Joshua of the deed from said Joshua to said Sewall filed with Complainants Bill as Exhibit D or of the lease from said Sewall to said Joshua filed as Complainants Exhibit E. and these Respondents show that said deed and lease can in no manner affect their title to the said lands, he the said Joshua Swann at the time of executing said deed to said Sewall having no title whatever to said premises and no power to convey charge or in any manner incumber the same, And these Respondents deny that they obtained possession of said premises only because of their near relationship to the said Joshua Swann, and deny that they hold the same or a portion thereof as Executor and executrix of said Joshua but on the contrary aver that they hold the same as the owners thereof under and by virtue of the conveyance of the 22d day of October 1819.

And these respondents further answer that as to the averments made in Complainants Bill of the indebtedness of said Joshua to said Charles S. Sewall and Matthew Murray and of the proceedings had to enforce the payment of said claims they having professional knowledge of said matters neither admit or deny the same, and therefore require the said Complainant to establish by proof the truth of said averments. And as to the averment of payments of rent having been made by said Joshua to said Sewall these respondents having no knowledge on the subject put the complainant to proof of the same. And these Respondents admit the decease of the said Charles S. Sewall, but have no knowledge of the provisions of the will of said Sewall or that any will was executed by him. And admit that they have sold and conveyed portions of said lands to James Barlett John C. Moore and William Buckingham as averred in the bill of complainant but utterly deny that said sales or conveyances were made to carry into effect any fraudulent objects, or to delay hinder and defraud the said Charles S. Sewall, and deny all charges of fraud or conspiracy in the premises, but on the contrary aver that said sales to the parties aforesaid were fairly made for good and valuable consideration received by these respondents that said parties do not hold the portions of said lands so sold and conveyed as tenants to these respondents as charged in said Bill, that these Respondents sold and conveyed such title as they themselves had and their said grantees held said land accordingly.

These Respondents admit that said Complainant hath demanded of them the rent for said lands as stated in said Bill and that they have refused to pay the same and deny that they have ever pretended, that they are assignees of said Joshua Swann as lessee of said Charles S. Sewall but on the contrary have always, and do now claim said lands under and by virtue of the deed of the 22nd of October 1819 made for a valuable consideration paid by this Respondent Emily as herein before stated.

Wherefore they pray that said Bill of Complaint may be dismissed with costs and so forth. Coleman Yellott Solr for Resp.ts

Baltimore City to wit: On this second day of November in the year 1849 before the subscriber a Justice of the peace of the State of Maryland in and for said City personally appeared the within named James Baxter and