said Rebecca two houses on her grounds at a charge of Eighteen hundred dollars of which Eighteen hundred dollars this defendant was advanced for building said Houses between one thousand and Eleven hundred dollars by said McColm and this defendant avers that on account of said purchase money no other satisfaction was made by him than as above stated. This Defendant further answering says that he being indebted for the loans and advances of the said to said McColm and for other monies to a large amount independently of a farm secured to said McColm as mortgage which said McColm had advanced to this Defendant, this defendant in satisfaction of his indebtedness to said McColm exclusively of the mortgage debt of one said, agreed with said McColm to cause said farm to be conveyed to said McColm together with the Stocks farming utensils and implements thereof he McColm paying the balance due for said purchase money which balance amounted to about fourteen hundred dollars and this defendant further answering, says that according to said agreement the deed mentioned in said Bill as having been executed to said McColm of said Farm and a deed of said Chattels also was executed and for that consideration and no other and without any fraudulent purpose whatsoever either to screen the said property or to secure it for use of the said defendant as charged in the Bill or for any other fraudulent object. And this defendant denies that he has continued fraudulently in possession of said property since the conveyance aforesaid to said McColm but avers that he has been in possession since that period of said Farm and chattels and is so now as tenant of said McColm. And this defendant denies that there was any fraud on part of said McColm or any fraudulent combination between him and this Defendant in respect of said conveyances and avers that the said Farm and chattels in the property bona fide and entirely of said McColm this Defendant having no interest therein and no right to claim a re conveyance thereof except so far as said McColm may think proper to reconvey them to this defendant on payment of all that this defendant owed him on every account and that may remain unsatisfied the said McColm having after the said conveyance of the Farm and chattels so promised to said Defendant but without any such view to reconveyance or any terms to that effect or on that subject having been a part of the agreement under which the said conveyance was made to said McColm

This defendant admits that he applied as stated in the bill for the benefit of the Insolvent Laws and states that he has made that application obtained his final release and he admits that when the said conveyances were made to said McColm he was indebted considerably, This Defendant admits his suretyship as stated for Susan Partridge (now Summonds) as mentioned in the Bill but this Defendant denies that

said Susan as administratrix stands indebted as said bill pretends in the sum of Forty five thousand dollars,

And this defendant prays to be hence dismissed with his costs &c.

O. Nelson } Sol of
Charles F. Mayer } Deft

State of Maryland City of Baltimore to wit,

On this tenth day of June in the year Eighteen hundred and forty two before the Subscriber a Justice of the Peace of said State in and for said City appears Charles Grover and makes oath that all that appears Charles Grover and makes oath that all that he has stated in his aforegoing answer as of his own knowledge is true and that he has there stated as of his belief as as derived from others he believes to be true.

Sworn before T. Hanson Belt

John Glenn
vs
McColm & Grover } In Baltimore County Court In Equity
The Defendants pray the Court to order that the plaintiff further proceed in this cause by the next Equity Term of this Court or that the Bill in the cause be dismissed

Charles F. Mayer Solr of deft

In Baltimore County Court October Term 1848

Ordered this 28th Octobr 1848 that the plaintiff proceed as prayed by the tenth day of the next Equity Term of the Court or that the bill be dismissed as prayed. Provided a copy of this order be served on the plaintiff before the 1st day of November next.

Ino C. Legrand

John Glenn
vs
McColm & Grover } In Baltimore County Court In Equity
In Baltimore County Court October Term 1848.

Ordered this 28th October 1848 that the plaintiff proceed as prayed by the tenth day of the next equity term of this Court or that the bill be dismissed as prayed Provided a copy of this order be served on the plaintiff before the 1st day of November next

Ino C. Legrand

28th Oct 1848. Service admitted

T. Glenn

Test, A. W. Bradford Clk

John Glenn
vs
Matthew McColm
Charles Grover } In Baltimore County Court In Equity
To the Honorable The Judges of Baltimore County Court in Equity
The Defendant McColm suggests that he desires that this cause be removed and transferred to the Court of Chancery and he prays that the same be removed accordingly with all the papers and proceedings therein according to the act of Assembly in such case made and provided.

Charles F. Mayer Solr of McColm

City of Baltimore to wit,

Charles F. Mayer this 2d May 1850 makes oath before the subscriber a Justice of the peace in and for said City that the above suggestion is not intended for delay but to expedite the above cause and the decision thereof,

John S. Snyder

And afterwards to wit on the 18th day of June 1850 the