marked Exhibit A B. and to which this defendant prays may be taken as part of this his answer. That the Real Estate mentioned in said Bill as conveyed to the said Hollada by the said Findley, Grove, and his wife and upon which the said executions were levied as a part of the Real Estate so sold to the said Grove by the said Findley, Executor and which sales were ratified by said Court as before stated. This Respondent in further answer denies that the said Grove had any share of the said purchase money & advance as pretended by said bill. But that he was bound according to the said sales to pay an advance the whole of the said purchase money. and that to his proving subsequently incapable and insufficient to advance money this defendant knows nothing and neither admits nor denies that part of said Bill, and this defendant denies that the whole purchase money or the pretended share of said Grove was advanced by the said Hollada. But this defendant neither admits nor denies that the sum of Four thousand, nine hundred and ninety nine dollars with some interest was paid by the said Hollada to the said Findley and admits that on the 6th day of October 1846. the said Findley, Grove and his wife executed to the said Hollada a deed in fee simple for said land as referred to in said Bill in Exhibit marked "A & B" This Respondent admits that the several executions mentioned in said bill were caused to be issued and levied by the said parties as stated more particularly in said Bill upon the said lands conveyed as aforesaid to the said Hollada by said pretended deed of conveyance from the said Findley, Grove and wife, and so as aforesaid pretended to be purchased by the said Hollada. This defendant admits that he caused execution to issue upon said judgments of nine dollars and fifty three cents costs in said Court. and upon the judgment of sixty four dollars. with interest and costs, which amount is due from the said Grove to this defendant and is levied as aforesaid upon the said Lands as of right should be. This defendant in further answer, admits that the said lands claimed and so pretended to be purchased by the said Hollada were advertised to be sold by the said Sheriff on the day and date in said bill stated, and for the satisfaction of said executions of fi fas: and to this defendant denies that there is no ground or just pretext for said sale and to denies that the said Grove never paid any purchase money upon said lands or obtained any title, and to denies that the purchase money was paid by the said Hollady and to admits that the said Hollady holds the said pretended legal title, the said deed of conveyance aforesaid. For that this Defendant in further answer, avers that the said Grove in the said years 1836 & 1840 purchased of said Findley as before more particularly stated in his answer, and to as by reference to said Exhibits will more fully appear. the said Four Hundred and fifty acres of land for the sum of $9027. That in the year 1842 the said Grove sold to a certain Stephen Butterbaugh two Hundred acres of said Land for the sum of $6000. That the said Grove having no legal title to said land, at the time the said Findley joined with the said Grove and wife in a deed of conveyance to the said Butterbaugh which said deed is filed in this cause. marked Exhibit A B C and which this defendant prays may be taken as a part of this his answer. That the said Findley received the said $6000. in payment upon the purchase of



the whole tract of 450 acres. and being within twenty seven Dollars of two thirds of the whole purchase money. That at the original price of said land when sold to the said Grove, he the said Grove by the payment of the said $6000. to the said Findley advanced near $2600. to the payment of the tract remaining to the said Grove after said sale the same in said bill pretended to be sold and and conveyed to the said Hollada. That said 200 acres was sold to the said Butterbaugh at $30. per acre, and that the remainder, now claimed by said Hollada as aforesaid is of much more value per acre. That this Defendant is advised that other payments upon the said purchase by said Grove from said Findley – one made by the said Grove to the said Findley by and for himself. That all said monies and payments upon said purchase, were paid and made to the said Finley by the said Grove before the judgment of this defendant or the other said judgment referred to in said Bill and exhibits were obtained against him the said Grove. That when said Grove had an equitable interest in said land now claimed and so pretended to be purchased by the said Hollada as aforesaid. That said Judgment to were rendered and became liens upon said equitable interest before the making of the said deed of conveyance to the said Hollada, as by reference to Exhibits filed with said Bill will appear. This defendant in further answer says that the said Grove purchased said Real Estate from said Findley and is of record – the purchaser. That he advanced the purchase money upon the same. That he gave single Bills himself upon which judgments were obtained. That he disposed of part of said Real Estate as his own to the said Butterbaugh. That he used enjoyed and held himself out as the owner of the remainder. That by reason of which the public considered him the only and true owner. and thus obtained credit, and to that in all this, dude in these transactions the said Hollada was not known nor in any manner was suspected with being concerned in said purchase, until the execution of said deed of conveyance to the said Hollada, which said deed was made subsequent to this defendants judgment. as well as the other said judgments. And this Defendant is advised that as to the said judgments and executions the said deed is null and void and inoperative, and to prays that the injunction heretofore granted in the cause may be dissolved and to that he may be hence dismissed with his reasonable costs in this cause sustained.

And as in duty bound. &c

William T. Hamilton. Solr for Defts

Washington County to wit: On this 4th day of Octbr 1848 personally appears Martin Kusminger before me the subscriber a Justice of the Peace of the State of Maryland in – for Washington County and makes oath that the matters and things stated and set forth in his foregoing answer are true to the best of his knowledge and belief.

C. Shepp and J.P.

The Exhibits "A." "A B" & "A B C" mentioned and referred to in the foregoing answer are as follows to wit:

A List of the sales of the Real Estate of Samuel Lynch late of Washington County deceased sold by Doc. Michael A Findley Exr. of said deceased, and acting as such, due notice having been