Samuel McElrath to Marcus Hennison, Trustee dated the 23d day of April, 1839, and recorded among the Land Records of Baltimore County, in Lib. S.H. No 288 fol 265, and also the property mentioned in the Deed from Samuel R Powell to Marcus Hennison Trustee dated the 18th day of August 1841, and recorded among the Land Records of Howard District in Lib S C M No 2 fol 125 &c until the further order of this Court. Witness the Honorable William George Krebs Judge of the Circuit Court for Baltimore City January 5th 1855

Issued the 21st day of January 1855

W. N. N. Turner
Clk.

which said writ was delivered to the Solicitor for the Complainants, who forthwith returns the same to Court here with the following endorsement thereon to wit; "Service admitted this 21st day of January 1855 Wm. H. Gilmore Solr for Tazewell." And on the same Thirty first day of January in the year last aforesaid the said Marcus Hennison by his Solicitor aforesaid filed in Court here in said Cause his answer to the Bill of Complaint aforesaid in form following to wit;

Marcus Hennison Trustee et al
vs
Sabitha A Waters et al

In the Circuit Court of Baltimore City
In Equity
January Term, 1855

The answer of Marcus Hennison Trustee to the Bill of Complaint filed against him in this Court by Sabitha A Waters, and Edward Franklin. This Respondent admits the matters and things in said Bill of Complaint to be true, and consents to a Decree as prayed, and, submitting his interests to the protection of this Court, he prays to be dismissed with his costs &c.

T. H. Perini
for M Hennison

Answer admitted without oath W. R. Perine.

And afterwards to wit on the First day of February in the year last aforesaid the said Samuel A. Tazewell by his Solicitor aforesaid filed in Court here in said Cause his answer to the said Bill in form following to wit;

The separate answer of Oliver Tazewell of Howard District to the Bill of Complaint of Sabitha A Waters and Edward Franklin against this respondent and Marcus Hennison exhibited in the Circuit Court for Baltimore City.

This respondent has been informed and is willing to admit, but subject to such discovery or defence as the said Hennison his Co-defendant may make in this behalf that the Complainants are Brother and Sister to and the heirs at law and next of kin of Charlotte A Brown who is named in said Bill, and that the said Brown did make a conveyance to the said Hennison of certain real and personal property at the time, and for the purposes expressed in the Complainants Exhibit A which is believed and admitted to be a Copy of said Conveyance.

This respondent has no doubt and admits that the property so conveyed did at the time belong to the said Brown, but he is unable to say how she acquired title thereto. This respondent also admits that the said Brown afterwards purchased out of the proceeds of the property mentioned in the Deed of Conveyance before mentioned or the profits thereof certain leasehold premises on Pitt Street in the City of Baltimore and by her direction the same was conveyed to the said Hennison as is shewn by the Complainants Exhibit B which is believed and admitted to be a Copy of the deed of Conveyance for the same.

And this respondent further admits that the said Charlotte and this respondent being about to intermarry a certain ~~of~~ agreement or Covenant was made and entered into between them of which the Complainants Exhibit C, is believed and admitted to be a copy. That said last mentioned Instrument was executed on or about the first day of March in the year Eighteen Hundred and forty one and shortly thereafter the said Charlotte was married to this respondent.

And this respondent admits that after said intermarriage the said Charlotte purchased of Samuel R Powell the premises in the Bill in that behalf mentioned and that the purchase money therefor was paid by the said Hennison out of the monies of the said Charlotte in his hands as aforesaid and that by her direction the said premises were conveyed by the said Powell to the said Hennison and that the Complainants Exhibit D, is believed and admitted to be a true Copy of said Conveyance. And this respondent admits that the said Charlotte afterwards purchased another parcel of land of one Philip T George and that the purchase money therefor was paid by the said Hennison out of the monies of the said Charlotte in his hands as aforesaid and that the said premises were by direction of the said Charlotte conveyed by the said George to the said Hennison and it is believed and admitted that the Complainants Exhibit E is a true Copy of the said Deed of Conveyance. And this respondent in like manner admits the purchase by the said Charlotte of the premises described in the deeds of which the Complainants Exhibits F and G are admitted to be correct copies, and that the purchase money therefor was paid by the said Hennison out of monies of the said Charlotte in his hands as aforesaid and that the said deeds were so made by order and direction of the said Charlotte. And this respondent admits that in the month of April in the year Eighteen Hundred and fifty three the said Charlotte departed this life without having had any child by this respondent, and without having any child or descendant and without having made any disposition by Testament or otherwise of the property aforesaid or any part thereof.

And this respondent also admits that since the death of the said Charlotte he has intermarried with a certain Harding. But he is advised and insists that such fact has not in any manner affected his right to or interest in the Estate aforesaid of the said Charlotte his former wife. That the aforesaid article of agreement restricted and was designed to restrict this respondent in the exercise of his Marital rights during the coverture of the said Charlotte by him, but no longer and that by the death of the said Charlotte it has become exhausted and this respondents rights to the property which was of the said Charlotte at the time of her death now stand unaffected by any thing in the said Instrument contained, and that according to the true construction import and effect of the deed from the said Charlotte to the said Hennison first in said Bill mentioned your respondent has succeeded to all the personal property of the said Charlotte in that deed mentioned and which was not subsequently disposed of by the said Charlotte in her life time and this respondent therefore avows that he is in actual possession of the property described in the Schedule hereto annexed holding and claiming to hold the same in virtue of his Marital rights as aforesaid and without liability to account therefor or for the rents and profits thereof – And this respondent denies that there is any thing in the deed aforesaid mentioned as having been made after his intermarriage with the said Charlotte which does in any manner determine his rights to the premises therein described