by express reservation in said deed of trust. the said lands or real estate being or embraced the surplus of his estate after payment of all his debts as aforesaid and that surplus being subject to his disposition by will whether said deed of trust were regularly carried out by the said Trustees or its purposes accomplished in any other way.

This Defendant denies that said John Funk ever made application for a division of said lands as pretended and alleged in his said Bill; and submits whether a division or partition of the same can be made as prayed seeing that a large portion have been sold off as aforesaid the purchasers not being made parties to this Bill and the said John Funk himself holding and claiming fifty eight acres of the same by purchase as aforesaid

This Defendant states that she is the Wife of said Christian and as such has a contingent right of dower in all the lands devised to said Christian in and by said Will and she claims the protection of her said right to by this Honorable Court, and utterly denies the rights and pretensions of said Funk as set forth and claimed in and by his said Bill of Complaint.

And this Defendant having thus fully and sufficiently answered the several matters contained in said Bill of Complaint prays to be hence dismissed with her reasonable costs and charges in this behalf most wrongfully sustained and she will ever pray &c

J. Dixon Roman } Solrs for
D. Weisel } Deft

State of Maryland, Washington County, Sc:

On this Seventh day of September 1853 personally came Sarah Newcomer Wife of Christian Newcomer of said County before me the Subscriber one of the Justices of the Peace of said State in and for said County and solemnly and sincerely and truly declared and affirmed that the matters and things stated in the foregoing answer of six pages are true to the best of her knowledge recollection and belief

Affirmed before me
Jacob Shook J.P.

Memorandum. The Exhibits marked C.D.E.F and G mentioned and referred to in the foregoing Answer of Sarah Newcomer are here omitted being already inserted herein with said answer as pages No 15 to 25 inclusive.

At the same the said Elizabeth Newcomer one of the defendants aforesaid came into Court here by J. Dixon Roman and Daniel Weisel her Solicitors and filed in Court here her answer to the foregoing Bill of Complaint as follows, viz:

The answer of Elizabeth Newcomer of Washington County widow of Andrew Newcomer late of said County deceased to the Bill of Complaint of John Funk filed in the Circuit Court for said County as a Court of Equity. No 1176. against this Defendant Christian Newcomer and others.

This Defendant saving and reserving to herself all benefit and advantage of exception to the many errors uncertainties and insufficiencies in said Complainants said Bill of Complaint contained for answer thereto or to such parts thereof as she is advised it is proper or necessary

for her to answer. answering says that she recollects that her husband Andrew Newcomer executed a Deed of trust of his real and personal property more than thirty years ago to Henry Newcomer Henry Landis, and John Witmer for the purpose of paying his debts and she admits that the Deed Exhibited with the Complainants Bill marked "A." is that Deed She has no knowledge that the Trustees in that deed ever made sale of any part of the property conveyed by it real personal to any body; but she understood that it was arranged that John Funk and her son Christian Newcomer were to settle up the business and she supposes that the Deed or instrument of writing Exhibited with said Bill marked B. purporting to be a Deed from Henry Newcomer and John Witmer to said John Funk and her son Christian is the paper by which that arrangement was made; but she never understood that they had purchased the lands mentioned in it from the Trustees to hold as their own but only to carry out the purposes for which the first Deed was made That her son Christian was not fit from want of capacity and business knowledge to transact the business which therefore more especially devolved on the said John Funk.

This Defendant further answering states that she does not know and cannot state how all the debts of her husband were paid off but she knows that lands were sold off after the Deed of trust had been made to Jacob Hauck and others to Daniel Gerhart to John Fouby and to John Funk himself amounting in all to three thousand five hundred Dollars. for which Deeds were given a pris of which marked C.D.E.F.G. are Exhibited with Christian Newcomer's answer to said Bill of Complaint and which she prays may be taken and regarded as parts of this her answer also. That she thinks some lands were also sold to Jacob Snively for the sum of six hundred Dollars or thereabouts and she believes that all the money arising from said sales together with the money which John Funk received from the sale of John Keller's lands which this Defendant thinks was about fifteen hundred Dollars (that being due to her husband for land sold by him to said Keller and secured by mortgage) never either applied to the payment of Andrew Newcomer's debts mentioned or referred to in said Deed of Trust or went into the hands of said John Funk and for which he should be held to an account. and if said John advanced any money to pay said debts he had the means from said sales and and other moneys to repay himself and more than repay himself; the debts named in said deed of trust when it was executed, amounting as this Defendant is informed only to three thousand four hundred and four Dollars and the said sales and the money received from Keller's Estate amounting to about five thousand six hundred Dollars. This Defendant recollects that the money arising from the sale of land to said Jacob Snively was paid to Andrew Newcomer and Andrew took it over to John Funk – She thinks too that Andrew paid the debt he owed to John Witmer to said Witmer himself. The said Andrew sales and the said John Funk money in the course of the business and this was paid as she thinks, by the lands that were sold and