the appurtenances, unto the said Joseph E. Husbands his heirs and assigns for and during the term of the natural lives of the said Euphrasia Cook and Eurydice Pennington, to the end and intent of the said Joseph E. Husbands, may during the above period be permitted to collect & receive the five several clear annual rents aforesaid for his own proper use benefit and behoof, with full right and power to said Husbands to enforce if need be by all lawful means and ways the payment of said rents.

In Witness whereof the said James Edwards Trustee, as aforesaid, and Euphrasia Cook and Eurydice Pennington have hereunto subscribed their names and affixed their seals on the day and year first above written.

Signed sealed and delivered in the presence of
J. P. Heath. Sam Purviance.

James Edwards (Seal)
Euphrasia Cook (Seal)
Eurydice Pennington (Seal)

State of Maryland. City of Baltimore &c:

Be it remembered and it is hereby certified that on this third day of September in the year of our Lord one thousand eight hundred and forty one before the subscribers two Justices of the Peace of the State of Maryland in and for the City of Baltimore aforesaid personally appeared James Edwards, Euphrasia Cook, and Eurydice Pennington they being known to us to be the persons who are named and described as and professing to be parties to the foregoing deed or Indenture and do severally acknowledge the same to be their respective act and deed.

In Testimony whereof we hereunto subscribe our names on the day and year aforesaid.

J. P. Heath.
Sam Purviance.

(Filed 19th Decr 1848)

In Chancery 19th Decr 1848.

Let the writ of Injunction, and Subpoena issue as prayed by the foregoing bill of complaint. The application for a Receiver to stand over for the coming in of the answers.

John Johnson Chr.

(Filed 19th Decr 1848)

To the Honorable John Johnson Chancellor of Maryland.

The Separate answer of Joseph E. Husbands of the City of Baltimore to the Bill of complaint of Euphrasia Cook against him and others in this Court, exhibited. This respondent now and at all times hereafter saving and reserving to himself, all benefit and advantage of exception which he can or may be had or taken to the many errors incertainties uncertainties and other imperfections to the said complainants bill contained for answer thereto says: That it is true as in said bill is charged that William Mahn died by his last will and testament devised his real Estate in the City of Baltimore as is alleged, and that Euphrasia the Complainant intermarried with a certain Ebenezer F. Cook, and Eurydice also intermarried with a certain Thomas Pennington, and that the said Eurydice Pennington has departed this life without issue, but this respondent denies that by the death of said Eurydice the said property has become the property of the said complainants, but distinctly charges that the said Complainant parted with her whole interest in said property by their deed to this respondent dated the 3rd day of September

Eighteen hundred and forty one a copy of which has been filed by the Complainant in this Court. And this respondent further answering denies that that he had any knowledge of the embarrassed condition of the said Ebenezer F. Cook or of the said Pennington in the year 1841. True it is that in the month of July of that year Thomas Pennington called upon this respondent and offered to sell to him the interest of Eurydice Pennington in certain ground rents, and offering to receive in payment therefor the notes of the Tide Water Canal Company which were then below par. This respondent declined treating with said Pennington until the title to the said property could be examined by the legal adviser of this respondent, a few days afterwards and before the said title had been examined the said Pennington called on this respondent with Ebenezer F. Cook and informed this Respondent in the presence of the said Cook that Euphrasia Cook also wished to part with her interest, Respondent told both Cook and Pennington that his legal adviser was engaged in examining the title to the property, they proposed to sell, and that if said title should on examination prove satisfactory he would purchase the same provided the notes of the Tide Water Canal Company would be received by the owners of the property in question. The title having been examined by the professional advisor of this Respondent and there being a doubt as to whether the said Cook or the said Pennington were authorized to treat for the sale of said property, and also whether the widow of Julius Mahn had not an interest in the property, this respondent called with his professional adviser on the trustee James Edwards, who promised to see the said Euphrasia and the said Eurydice and a few days afterwards informed this respondent that he might make the purchase. And this respondent further says that upon the day the deed was executed this respondent accompanied by the two Justices of the Peace before whom the acknowledgement was made, and his professional adviser went to the house of the said Euphrasia and where her sister Eurydice was also living and that the said deed was read to both of them in the chamber of the said Eurydice, that then Eight hundred and fifty dollars of the said money of the notes of the Tide Water Canal Company was paid to the said Eurydice and the remainder to wit, Eight hundred and fifty dollars of the same notes was counted into the hands of the complainant by this respondent, and this respondent further says that some months afterwards he paid in the possession of the Complainant a note of the value of fifty dollars which he firmly believes to be one of the identical notes which he paid to the Complainant at that time. And this respondent denies that he ever made any representations to the said complainant, or to the said Cook or to the said Pennington as to the value of the notes of the Tide Water Canal Company but upon the contrary, he repeatedly told both Pennington & Cook during the negotiation, which lasted nearly six weeks to go into the market and ascertain their value, and this respondent also denies that any false representation was made to the said Complainant or her sister in regard to the extent of the Estate conveyed by the said deed, but that when the said deed was read to them, they were informed that if they signed the same they would thereby part with all their interest in the ground rents thereby conveyed, And this Respondent further answering says that he said know nothing