of the amount realized by the sale of the said notes as the market was at that time constantly fluctuating. And this respondent denies that he had any knowledge of the pecuniary condition of the said Cook, or the said Pennington, or that they or either of them designed or did apply the monies paid to their respective powers to their own use. And this respondent will answer to this his answer a statement of all the rents, he has received from the ground rent purchased by him aforesaid together with the expense of insurance &c which will be marked Exhibit E. E. N. 1. And this respondent admits that he did at the time of his making the purchase aforesaid effect an insurance with the Baltimore Life Insurance Company for the sum of one thousand dollars upon the life of the said Euphrasia and a like sum upon the life of the said Eurydice, and that since the death of the said Eurydice the said Company have paid to this respondent the amount of the policy on her life. And this respondent further says that the contract made on his part is clearly expressed in the deed which the Complainant has filed in this Court and that said contract requires no reforming or changing to carry out the true intent and meaning of the parties. And this respondent further says that he denies that the said Complainant is entitled to any part or portion of the rents arising from said property. And also denies that said conveyance is in any manner defective or that it was at all necessary for her husband to have united in making said conveyance or that she was in any way debarred from directing her Trustee to dispose of the same. And this respondent admits that the Complainant has correctly stated in her bill of Complaint the names of the tenants paying the ground rent as aforesaid, and the amount of such ground rents and also has correctly stated that the original Trustee under the will having refused to act, that James Edwards was appointed in their stead and that the said Edwards having departed this life that Charles R. Mayer has been since appointed the Trustee. And this defendant denies all and all manner of unlawful combination fraud and conspiracy, wherewith he is by the said bill charged, without this that there is any other matter cause or thing in the said Complainant's bill of Complaint contained material or necessary for this defendant to make answer unto and not herein and hereby fully and sufficiently answered, confessed, traversed and avoided, or denied is true to the knowledge or behalf of this respondent, all which matters and things this respondent is ready and willing to aver maintain and prove as this Honorable Court shall direct and humbly prays that the Injunction heretofore issued may be dissolved and this respondent hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

Jos. E. Husband.

John Nelson & Solicitors for
F. P. Loveagrove } Respondent.

State of Maryland. } Be it remembered that on this thirteenth day
City of Baltimore } of February 1849 before me the Subscriber one of the Justices of the Peace of the State of Maryland in and for the City of Baltimore personally appears Joseph E. Husband, the party to the aforegoing answer and makes oath in due form of law that the

aforegoing answer is just and true as stated.

Sworn before. Henry F. Freise.
this thirteenth day of February 1849. Henry F. Freise.

"Exhibit J. E. N. N. 1."

Statement of payments and rents received on account of property purchased of Cook and Pennington.

Dr.	To Amount paid for Property	$1700.00
	" Amt. paid Life Insurance.	377.00
		$2077.00.
Cr.	By amt. rec.d for rents $1620.00.	
	" By amt. rec.d from life ins. 990.00	2610.00.
		$533.00

(Filed 15th July 1849)

To the Honorable John Johnson, Chancellor of Maryland.

The answer of Ebenezer F. Cooke to the Bill against him and Joseph E. Husband by Euphrasia Cook, wife of this respondent, exhibited.

Saving to himself all benefit of exceptions he answering says that all is true that in said Bill is stated concerning the negotiation for and transfer of the interest of said Euphrasia in certain rents in said bill mentioned and he states that the interest agreed by the respondent (his said wife not having been party to the agreement) to be conveyed was only the interest then actually in his said wife for life and now that might by death of her sister Eurydice accrue to her. That said negotiation and the eventual conveyance are truly set forth in said Bill: and that it is true that neither said Euphrasia nor this respondent believed that any further interest was conveyed than this respondent has above stated and that, as stated in the bill the representations and understanding expressed when said conveyance was executed were all to that purport positively and strictly. And this defendant further answering says that the purchase money was not paid in money but in Tide Water Canal notes as stated in the bill and under representations and engagements as to the value thereof as stated in the Bill; and further that no part of said consideration was paid to said Euphrasia but that the whole was paid to this defendant by said Husband. And this defendant admits his embarrassed condition at the time, and as stated in the Bill, and that no part of the said consideration of Tide Water Canal notes went to the use separately of said Euphrasia or was under her control for her benefit, no portion having ever come to her hands save a few dollars for current house hold expenses of the defendant Household establishment given to her by this defendant for such expenses. And this defendant avers that the Bill truly states the conduct of said Husband in refusing to make good his engagements as to value of said Tide Water Canal notes: and further that he only believes that all the amounts for said rents alleged by said Bill to have been received by said Husband have been received by him as stated.

E. F. Cooke.

State of Maryland
City of Baltimore } to wit:

On this 11 June A.D. 1849 before the subscriber a