June Term 1861.

the Joints and fifteenth Clause of Answers the same as Joints.

He admits that on or about the 6th of November 1856 he was married to Agnes P. Creed the Complainant but he denies that in consideration of his contemplated Marriage he made a settlement in writing prior to Marriage giving her Ten Thousand Dollars worth of property but he alleges that after he was married he gave her a paper assigning to her a Life Estate in certain property in Freeman St. County he had previously conveyed to one of his sons and that she refused the same and that any understanding with him destroyed it as far back as the 8th or 10th of December 1856.

He admits that he has a large family of children by a former Marriage and that prior to the 25th of October 1857 he owned a valuable farm and stock in Freeman St. County and some property in the City of St. Paul worth in all Forty Five Thousand Dollars as alleged in said Bill. He admits that he is about 51 years of age and that the Complainant is about 26 years old. He denies the conveyance of all his property on the 25th of November 1857 to his children but alleges that such deeds of his property as he made to his children were executed on the 25th day of October 1856 as will appear by the Complainant's own October 16th and which transfers were made prior to the Marriage as above stated. He states that the Respondent did file a Bill praying to vacate said deeds to his children for the reasons alleged in the Bill of Complaint filed by him against them and of which a copy is filed with the Complainant's Bill but that all the causes of dispute with them were settled by arbitration and agreement as stated in said Bill and that it was no part of said agreement that any thing else was to be done save the conveyance to him of the property designated in said agreement. The Respondent further answering says that it is not true that there was any consideration for the deed to the Complainant of the 7th of June 1857 other than

June Term 1861

that recited in the face of the said deed, and he denies absolutely that the relinquishment of her dower in the deed to Carroll had anything to do with the conveyance of said property to her inasmuch as the conveyance to her sons had been made by this Respondent prior to the Marriage.

The consideration in the deed of June 7th 1857 was correctly and truly stated therein. He admits that S. Barber and Royston and Samuel Ellinger have filed a Bill to set aside said Deed for the payment of debts due by this Respondent. And this Respondent further answering alleges that he has already sold to Mrs. S. H. Charles his life Estate in all the property conveyed to them by his sons at cost for the sum of Five Hundred Dollars as will appear by the Deed thereof which is now left for Recording in the Office of the Clerk of the Superior Court of St. Paul and bears date the 16th day of October 1857 that some of the Lots upon which the Life Estate was created were sold by the Mayor and City Council of St. Paul for assessments for opening Streets in said City. And this Respondent further alleges that he has made answer to all the allegations of said Bill saying that the Injunction granted therein may be dissolved and he may be hence dismissed with his reasonable costs in this behalf unjustly sustained &c.

And as in duty bound will ever pray &c.

C. W. Pinkney Solr. for Respt.

St. Paul Ramsey Co. to wit. On this day of in the year 1857 before the Subscriber a Justice of the Peace and for said County personally appeared the within named Henry Crosby and makes Oath that the matters stated in the foregoing answer are true to the best of his knowledge and belief.

Afterwards to wit on the same 12 day of November appeared in Court here the said Samuel Ellinger, Samuel T. Barber and Joshua T. Royston by William Pinkney their Solicitor