exists. She therefore denies and insists upon strict proof thereof. She admits that at the time of her marriage the said Henry Ermel upon the 5 day of November 1856 that she understood that he was possessed of a valuable farm in Frederick County in the State of Maryland which was well stocked and which she understands with the stock thereon has been sold for the sum of twenty two or three thousand dollars, and that he was also possessed of a large amount of property situate in the City of Baltimore with some two hundred thousand dollars and that in consideration of said intended Marriage said Henry agreed in writing to settle upon this Respondent property to the value of ten thousand dollars and that in consequence of some misunderstanding between the friends and relatives of this Respondent and the said Henry the said agreement was broken off by this Respondent at the request of the said Henry and he conveyed the property therein mentioned with covenants free as compensation October in the proceedings to this Respondent with about six thousand dollars and that in consequence of said agreement this Respondent agreed and did unite in conveying said property in Frederick County to the children of said Henry by a prior Marriage clear of her right of dower which was inequitable because said Henry was aged about 81 years and this Respondent being twenty six years of age. This Respondent therefore insists that she is a purchaser and this Respondent further answering says that on the 12 day of March 1857 the said Henry Ermel filed a Bill in this Honorable Court against certain of his children therein named in which he alleged among other things that he had been by fraud compelled to execute a deed of his property to his said children or some of them, and she herewith files a duly certified copy of said Bill which she prays may be taken as part of this her answer and upon which he obtained an Injunction which has never been dissolved and that said conveyance was a fraud upon her marital rights having been executed and recorded upon the 25th

day of November 1856 in Frederick County and upon the 3 day of February 1857 in Baltimore City and that in consideration of the relinquishment of her dower right in the property of said Henry Ermel David H. Ermel and the said defendants to said Bill conveyed to the said Henry by deed dated on the 29 day of May 1857 his fifteen parcels of ground in the City of Baltimore being part of the property conveyed by said Henry to said David by the said deed of November 1856 and the said Henry by deed of 1st June 1857 conveyed to this Respondent the said ten pieces of ground so by conveyed and both deeds were recorded on the same day among the Records of the Superior Court for Baltimore City for a total and consideration by the Marriage and the relinquishment of her dower. And this Respondent further answering says that the said Henry Ermel is possessed of other property situate in the City of Baltimore which he has also stock and which is amply sufficient to pay all the debts that he may owe of them he may owe and of the legacies and charges that this suit is instituted for the purpose of depriving her of the said property because she has refused to allow the said Henry to collect the rents of said property which he had done for the greater part becoming due after the date of said conveyance without her knowledge or consent, and he then threatened her with proceedings to set aside said conveyance and she believes that these proceedings have been instituted at this solicitation and request. This Respondent further answering says this conveyance was not made to hinder and delay any creditor of said Henry of such there is, but was made bona fide in consideration of said Marriage and of the relinquishment of her dower right in his real Estate. She therefore prays that said Injunction issued as aforesaid this Respondent may be dissolved and the Plaintiff charged with her reasonable costs of suit. And she will ever pray. Malcolm J. Agnew

Exhibit with Agnes P. Ermel's Answer,

To the Honorable William George Stokes Judge of the Circuit Court for the City of Baltimore. Humbly complaining sheweth your