Joseph Cabot without the authority of the said Mary Ann did stipulate and agree that in consideration of the liberation of said lender by Complainant that said rent reserved in said Lease of $1100 per annum should be reduced by the sum of $70 per annum or $140 for the period of two years from November 1st 1843 to November 1st 1845 as per said agreement annexed to Exhibit No 4 filed with the Bill, but in making said agreement these Respondents deny that said Joseph Cabot acting for said John and Mary Ann as trustee acted by the express authority of the said Mary Ann, and these Respondents deny that a lender of said $18333 33/100 the principal of said ground rent was ever either on said 30 day of October 1843, or since that day and figures of such made to said Mary Ann this Respondent or to said John Frazier or to said Mr Cabot And this Respondent further answering denies so far as the same relates to concerns, or affects her the said Mary Ann the charge made in said bill that by reason of the agreement aforesaid upon the part of the said Mary Ann and John Frazier by their said agent and trustee Your Orator was induced to and did in fact relinquish the lender aforesaid made, and did consent and agree to continue the stipend of the aforesaid yearly rent subject nevertheless to the agreement aforesaid and waived his right to redeem said lot of ground and premises and the ground rent issuing and reserved thereon by the said Lease for two years from the date of lender made as aforesaid" This respondent admits as charged in the Bill that from said November 1st 1843 to November 1st 1845 the Complainant duly paid said rent $1100 per annum except the sum of $70 per annum for said two years which said Complainant did and has ever since returned This Respondent further answering says that on or about the 30 day of October A.D. 1843 the day of the lender alleged in the bill of complaint said Joseph Cabot resided in the City of Philadelphia and State of Pennsylvania where he has resided since that day the said John Frazier resided temporarily on said day in Montevideo in South America and this Respondent for several years before said day and for several years thereafter was in exceedingly delicate and infirm health confined to her bed chamber and resided in the City of Baltimore, in no proper frame of body or mind but utterly incapable thereof that her sickness continued for about ten years that said alleged lender of said principal sum of $18,333.33/100 was made on said day or thereabouts by Complainant as Respondent avers to the best of her knowledge information and belief to B. M. Hough Esq in the City of Baltimore, who was agent for the receipt of said ground rent from Complainant (4) This Respondent further answering denies as charged in said bill "that on December 1st 1845 it was agreed between the said Mary Ann and John Frazier through and by their agent B. M. Hough Esquire and said Joseph Cabot trustee specially empowered and authorized thereunto and said Complainant that the aforesaid (Philadelphia) agreement should be continued in force from November 1st 1845, until November 1st 1850" and she denies that the same will appear from and by any Exhibits filed with said bill to the contrary further answering she avers the truth and the fact to be that B. M. Hough Esquire acted as attorney for said John Frazier and Joseph Cabot trustee of Mr

A. Frazier by authorities or letters by them written in Philadelphia on November 27th 1845 empowering said B. M. Hough Esq as their attorney to agree with said Jessop and make such arrangement with him as he might think proper and said Hough agreed with said Jessop for the continuance of said reduction of said rent and renewal of said former agreement, for a period of five years to expire on November 1st 1850 as per agreement signed B. M. Hough Esq Attorney for John Frazier and Joseph Cabot as will appear by reference to Complainants Exhibit No 4 and the letters thereof marked Copy C. Copy F. and Copy G. and this Respondent explicitly denies that she ever signed any of the said paper writings, or ever authorized or approved the making of the same by the said Joseph Cabot or B. M. Hough Esquire (5) and this Respondent further answering denies as charged in said bill" that said agreement made by the said Joseph and Mary Ann Frazier acting through and by their said agent B. M. Hough Esq continued enforced and effect for three years from the first day of November 1849 to November 1st 1852 as will appear from Complainant Exhibit No 5 and she denies the same so far as the said bill charges that said agreement was continued by the said Mary Ann Frazier acting through and by her agent B. M. Hough Esquire and she further denies that she the said Mary Ann ever gave authority to said B. M. Hough either to make or to continue said reduction of rent aforesaid, or ever approved of the same and she denies that her name in her hand writing appears upon said Exhibits No 4 or No 5 filed with said Bill (6) And this Respondent further answering denies as charged in said bill "that after the expiration of said last renewal of said agreement it was agreed by and between your Orator Jessop and the said John and Mary Ann Frazier through and by their said agent B. M. Hough Esq that said agreement should be continued enforced until November 1st 1855 so after said November 1st 1855 it was agreed by said John and Mary Ann to your Orator (Jessop) that said John and Mary Ann acting through and by their agent B. M. Hough Esquire that if your Orator would not draw himself of the privilege and right to redeem under said covenant that your Orator should be allowed and to pay each said half yearly payments of rent the sum of $18.75/100 or the sum of 37.50/100 per annum dated November 1st 1850 and she denies the same so far as the said bill charges it was agreed between your Orator and the said Mary Ann and John Frazier through and by their said agent B. M. Hough Esq that said agreement should be continued and she denies that she ever agreed by B. M. Hough Esq as her agent as charged in said bill and she denies that said Mary Ann this Respondent ever authorized the said B. M. Hough Esq for her as her agent to reduce the said rent or to sign the any continuances or renewals of said reduction of said rent This Respondent further answering says she admits the due execution of the paper writings filed with the bill marked Exhibit No 3 No 4 and No 5 by Joseph Cabot John Frazier B. M. Hough and Hough Jessop but she expressly denies that she ever authorized the said Joseph Cabot or B. M. Hough to make the agreement reductions and abatements of rent and the renewal of the same therein contained or any of them and she further denies that she has since assented or approved of the same on the contrary this Respondent avers and charges that she did on the