October Term, 1882

County.

[Seal] In testimony whereof, I have set my hand, and affix the seal of the Circuit Court, for Anne Arundel County, this 26th day of January, 1878.

Spigg Harwood

Clerk.

On the 9th November, 1878, the following answer was filed, in words to wit:

James L. Goodwin,
Mary M. Goodwin
vs.
Julia A. White,
Alphonsus A. White.

In the Circuit Court for Anne Arundel County, in Equity.

The answer of Julia A. White and Alphonsus A. White, to the bill of complaint of James L. Goodwin and Mary M. Goodwin:

These defendants, answering so much of said bill as they are advised, it is material for them to answer, answering, saith, they admit the devise by the will of Louisa A. Disney to the said Mary M. Disney, now Mary M. Goodwin, and the conveyance to the defendant, Julia A. Disney, now Julia A. White, of all the land mentioned in said will; that she (the said Mary M. Goodwin) conveyed the same to the respondent, Julia A. White, for the sum of fifty dollars, ($50.) but deny, that the said Mary M. Goodwin was ever told by the defendant, that Louisa A. Disney rented and collected the rents of said farm; that this respondent always rented out and collected the rents of said farm; and they deny that one undivided moiety belongs to the complainant Mary M. Goodwin, but answer and aver, that the whole of said property belongs to this defendant.

These respondents further answering said bill, deny that your respondent told the said Mary M. Goodwin that this respondent rented said farm, and deny having any conversation with said Mary M. Goodwin, concerning said farm, as falsely charged in said bill, and

October Term, 1882.

further deny, that she ever agreed to pay one half the rent of said farm to the complainant, Mary M. ~~Goodwin~~ Disney; and the respondent further denies that she invited the said complainant to Baltimore, and to the office of M. Bannon, to execute any assignment, and never asked the complainant if she knew what she had done, and never told the complainant, Mary M. Goodwin, that she would never cheat her.

And these respondents further deny, that said Mary M. Goodwin was not aware of the contents of said deed, and that they aver, that she knew its contents, and that the fifty dollars mentioned in said deed, was to be handed to M. Bannon, to be paid to her as agreed upon; that since the date of said deed, your respondent left with said Bannon the amount aforesaid, and they believe that it has been paid to the complainants.

And your respondents deny, that any fraud has been practised on the complainant, Mary, or that their just rights have been interfered with by your respondents, and they deny that said deed was procured by imposition, but aver that said deed was executed and signed by the complainant, Mary, with full knowledge of its contents, and after the same had been read to her, in the presence of several persons, and its contents and import fully and clearly explained to her, the said complainant, Mary, and aver that the consideration of said deed, fifty dollars, was left with M. Bannon, who resides in Anne Arundel County, not far from the residence of complainant, Mary M. Goodwin, so that she could come, with little expense, to his house, to receive the same.

These respondents further answering the false charges in said bill, deny all and singular the charges and allegations contained in said bill, as far as they are not admitted, and deny all fraud, and deny and refer all allegations of fraud, as set forth in said bill of complaint, and pray that the bill of complaint, and pray that the bill of complaint may be dismissed, and these respondents dismissed, with reasonable costs.

M. Bannon, Sol. for Defendants