January, 1866, upon which said last named day, and whilst the estate and term of this respondent, Edward, remained and continued in this respondent, Edward, as aforesaid, the said James Logue and wife, by deed bearing date the said 30th day of January, 1866, and recorded among the Land Records of Baltimore City, in Liber A.W.W. No. 294, folio 471, &c. did grant and convey the aforesaid lots of ground and premises, and the reversion therein and thereto, unto this respondent, Edward, his heirs and assigns, in fee simple, whereby this respondent, Edward, became seised and possessed thereof in his domain as of fee.

And these respondents further aver, that said lease and conveyance have been and were duly recorded according to law, and that the record thereof, were and are open to the inspection of the said complainant, and are of themselves sufficient to establish and maintain the title of this respondent, Edward, to said property; and in like manner to show that the said J. Edward Kirby was and could not be the owner thereof.

And further answering, this respondent, Edward, denies, that the said J. Edward Kirby was placed or was in possession of said property for over twenty years, as alleged in said complainant's bill; but, on the contrary, these respondents aver, that said J. Edward Kirby was never placed in possession of said property until the year 1867, and then only, as these respondents have before averred, as the mere occupier thereof.

And further answering, these respondents aver and charge, that out of his own proper moneys, this respondent, Edward, erected, and caused to be erected upon the ground and premises aforesaid, the three story brick house and back building, which said dwelling is the same house now being upon said ground, and which has continuously from

the erection thereof, sometime in the year 1852, down to the present time, and with the exception of the addition thereto, hereinafter set forth, these respondents aver, that the same has been in no way added to or improved by the said J. Edward Kirby; and these respondents deny, that the said J. Edward Kirby has rent or laid out in the improvement of the said property, and in addition to said building, any such sum or sums of money as those named by the said complainant in his said bill of complaint.

And they further deny, that he expended or laid out in permanent and proper improvements upon said property, the sum or sums of money alleged in said bill of complaint to have been laid out and expended by him therefor; but, on the contrary, these respondents aver and charge, that the said J. Edward Kirby has only made an addition to the back building of said house, by extending the same in the rear, a distance of twenty-two feet, with a width of twelve feet, and two stories high, and by erecting on the rear of said lot a small frame stable, which was merely a temporary structure, and is now worthless, which these respondents aver and charge, did not exceed in cost, the sum of six hundred dollars.

And these respondents further answering, deny that such addition and improvements as aforesaid, stated in their answer, were made about or anywhere near twenty years ago, but they aver and charge, on the contrary, that the same were made during the year 1872, and not before.

And these respondents further deny, that such small improvements as aforesaid, were made, or were pretended to have been made by the said J. Edward Kirby, upon the supposition or understanding of this respondent, Edward, and the said J. Edward Kirby, or either of them, that he, the said J. Edward Kirby, had any title whatever, legal or equitable, or that he