well these respondents were appointed, duly qualified, and are now acting as executors;

That said Augustus during his life and these respondents since his death have collected all the rents and profits of said premises without accounting to said complainants therefor or any part thereof; But denies that the complainants have, or had any right, title or interest in or to said premises in common or otherwise.

Further answering these respondents say that by deed of assignment dated 11 April 1848 and recorded in the Land Records of Baltimore County (now City) in Liber A.W.B. No. 407 folio 537 &c from George E.W. Ridgely and Lewis G. Kemp and the said Mary Ann Kemp his wife to said Augustus W. Bradford administrator of Thomas Kell the whole of the one eighth undivided interest in the said premises now claimed by said complainants in their said bill the same being all the interest, right, title, interest and property claim and demand whatsoever at law and in equity of the said Lewis G. Kemp and the said Mary Ann Kemp his wife (in addition to the interest of the said George) and each of them in, into and out of all that leasehold property mentioned in said bill of complaint was in consideration of a full price and value having been paid to them by the said Thomas Kell during his life granted, assigned and conveyed unto the said Augustus W. Bradford administrator as aforesaid his executors administrators and assigns as by reference to a copy thereof hereunto filed marked Defendants Exhibit A. will more fully appear, by virtue and effect of which said deed the whole of said one eighth interest now claimed and pretended by said complainants to be vested in them became and was vested in the said Augustus W. Bradford and is now vested in these

respondents as his executors aforesaid.

Further answering these respondents say that since the premises in question were acquired by the said Thomas Kell the same have been improved by valuable and costly improvements erected thereon by those under whom these respondents claim and even if by any construction it should be held that the complainants have an interest in said premises which these Respondents however emphatically deny the said complainants before having decreed to them equitable relief should in equity be made to contribute their just proportion of the value of said improvements.

Further answering these Respondents refer to Article 69 Revised Code Title "Limitation of Actions" and claim the benefit of the same as if pleaded.

These Respondents further rely upon the defense of laches and lapse of time.

These respondents, therefore, deny that the complainants are entitled to the interest claimed in said premises, or any other interest therein, and that said complainants are entitled to the relief claimed, or any other relief, and these Respondents pray to be hence dismissed with their costs most unjustly sustained.

Charles E. Phelps and
J. V. L. Findlay
Solicitors for Respondents

Agreement to issue Commission
(Filed 4th June 1883)

Kemp et al
vs
Bradford et al

In the Circuit Court
of
Baltimore City