To the Honorable, George W. Dobbin,

Judge of the said Court:

The joint and several answers of Mary McCullough, widow of George S. McCullough, deceased, John R. McCullough, Mary E. Myers and John H. Myers, to the bill of complaint of Mary Ann Everist, who sues in the name of her next friend, John M. Everist, heretofore filed against them in this Honorable Court:

These defendants severally and collectively saving all just exception to the bill of complaint of the said plaintiff, for answer thereto say: That it is not true, as averred in the said bill of complaint, that in the month of April A.D. 1857, the said Mary Ann Everist placed the sum of $1,898.15 in the hands of George S. McCullough, for the purpose of buying a house, as stated in the said bill of complaint. A sum of money was deposited in the banking house of Philip Dover and Company, who were doing business at the northwest corner of Baltimore and Harrison streets, in the said City of Baltimore, in the year 1857, to the credit of the complainant, as appears from the books of the said firm; the said George S. McCullough was then a clerk in the said house, and the deposit was made to the credit of the said Mary Ann Everist; George S. McCullough had no control over the said deposit.

These respondents are informed and believe that no money was deposited in the said banking-house by the said Mary Ann Everist. Her husband, John M. Everist, had some money on deposit in the said banking-house, and he transferred his money, so deposited, or a part of it, to the said complainant. Whether the complainant reposed confidence in the said George S. McCullough, these respondents are unable to say. They are able to assert that if she did confide in him

he did not abuse her confidence.

It is undoubtedly true, that the George S. McCullough did purchase the lot and improvements named in the bill of complaint, and more accurately described in the deeds to be filed by the complainant.

The consideration stated in the bill of complaint is correct so far as these respondents are informed.

It is also true, that one of the owners of said property was a minor at the time of the purchase of it. This minor was named Kate LeRoy Cunningham. The facts stated in the said bill of complaint, about the manner of acquiring the title of the said Kate LeRoy Cunningham, are true, as these respondents believe. They most positively declare and aver, that every thing as to the manner and mode of conveyance of the said property was fully and completely known to the complainant at all times. And the said complainant talked on that subject with one of these respondents John E. McCullough, after the death of George S. McCullough. And she inquired at that interview how much would buy the property, and the said John E. McCullough, having made an approximate calculation of the sums paid by himself, as executor of the said George S. McCullough, for money paid on said property, and secured by mortgage of the same, told the complainant how much it had cost the estate of the deceased, which he represented. She said, if she could secure the title for the sum then named - between eighteen and nineteen hundred dollars was the amount named - she would pay it out of insurance she was then expecting. These respondents say further that the purchase was made in 1857, and the property then conveyed to George S. McCullough. He died in 1872. During all that time