To the Hon. W. A. Fisher Judge:

The answer of the Trustees of the Methodist Episcopal Church, in the city and precincts of Baltimore, respectfully shows:

That it admits the contract consideration and all, as alleged.

It avers that there never was, so far as the plaintiff is concerned, any substantial defect in the title to the property in question, nor any valid objection thereto, although it admits that a technical objection might perhaps have been raised (if any one had been in a position to do so) shortly after the purchase of the property by the Charles St. Methodist Church, on account of the non obtention of the leave or sanction of the Legislature thereto, as is by some considered necessary, and perhaps, also, because of the non-obtention of such leave by the defendant at the time of its sale to the plaintiff; but however this may be, the defendant avers that its holdings, and that of the Charles St. Church, was, under claim of right, against and adverse to all the world, and is perfect because of the lapse of time, to wit, more than 40 years.

That it is informed no infirmity of title or reason why it should not be fully conveyed, whenever the owners wished, was caused by the clause in the deed to the Charles St. Church, as set out by plaintiff; but avers, that even if there only the grantor to it, or those claiming under him, could take advantage of it, and as this defendant has purchased all the said grantor's rights by the deed to it from Angelica Dillon, as set out by the plaintiff, there is no one who could raise the question, and as the lessor is included in the greater title, a merger has occurred, as was intended, and this defendant now has

the title to the entire estate in fee free from all restriction.

This defendant further avers, that all these questions have been fully and finally disposed of by the Legislature at its present session, by the passage of two Acts, which are herewith filed as facts heretofore (marked "Defendant's Exhibits Nos. 1 and 2," by which it gave its leave and sanction to the acquisition of said property by this defendant, as well as by the said Charles St. Church.

It avers that its title is marketable and perfect, and as it has been agreed between it and the plaintiff, that if the title is marketable and perfect, the contract of sale shall be carried out.

It prays that a decree may be passed authorizing and directing the execution of a deed by it to the plaintiff and a final adjustment between him and it.

And it also files herewith certificates of its action in regard to such sale, marked "Defendant's Exhibit Nos. 3 and 4 and 5."

And as in deed.

Lewis H. Cole,

Secy. of Board of Trustees, for Defendant,

Defendant's Exhibit No. 1.

(Filed 5th April, 1886.)

1886 — Chapter 43.

An Act giving the leave and sanction of the General Assembly of Maryland to the acquisition of the leasehold interest in and to two pieces of ground in Baltimore city, by the Charles Street Methodist Episcopal Church of Baltimore, a body corporate under the laws of the State of Maryland.

Section 1. Be it enacted by the General Assembly of Maryland, that the leave and sanction of the General Assembly of Maryland is hereby given to the purchase by the Charles Street Methodist