positively and expressly denies that any such agreement or understanding in reference to such designation, valuation and payment of excess of valuation, was ever made between the said Jane Burgee and this respondent at the time of the execution of said deed, or prior to or subsequent to the execution and delivery thereof.

Your respondent, Jane E. Williams, states that she was taken by her grandmother, the said Jane Burgee, when she, the said Jane E. Williams, was but three years old, and that this respondent was reared by her said grandmother, and lived with her until —, This respondent says that at one time she offered, as agent of her husband, the said John T. Williams, to purchase the said lands, but her grandmother refused to sell the same, and afterwards, without her solicitation, and without any agreement other than that provided by said deed, executed said deed to your respondent, Jane E. Williams, as her voluntary act, prompted only by her love and affection for your respondent, whom she had reared in her own house as her own child.

And these respondents answering jointly, deny any agreement with said Jane Burgee, touching said deed as to the designation of said lands as the portion intended for said Jane E. Williams, subject to a valuation thereof after the death of said Jane Burgee, with the other lands and property of said Jane Burgee, and equal division of such valuation with the other devisees of said Jane Burgee, and the payment of any excess of the value of the lands so conveyed over to the other devisees of said Jane Burgee.

These defendants further state that at the date of the said deed the buildings on the lands were much dilapidated and the soil impoverished; that the said lands have much

improved in value by the buildings and improvements made thereon since the execution and delivery of said deed by the said John T. Williams, and that the soil has been much enriched by the expenditure by said Williams of large sums of money for fertilizers and by judicious culture, and that it would be unjust to compel these respondents at this time to bring said lands into hotch-pot with the other lands of said testatrix, Jane Burgee. Your respondents rely upon the said deed and the last will of said Jane Burgee as an effectual bar to the claim of complainants to compel your respondents to bring said lands into hotch-pot.

These respondents further state, that they have been informed and so state, that it was the declared intent and purpose of said Jane Burgee to make a separate and independent provision for the said Jane E. Williams, in addition to her equal share of the estate devised by her grandmother, the said Jane Burgee. And these respondents claim that they are entitled to an equal share of the estate devised by their said grandmother, in addition to the lands conveyed by the deed hereinbefore exhibited.

And these respondents further claim, that if they are not entitled to hold both the property so conveyed as also an equal share of the lands and estate of said Jane Burgee, devised and bequeathed as aforesaid, they have the right to elect, and do elect to take the lands so conveyed by said deed as their own estate, and not subject to any valuation and they refuse to bring the same into hotch-pot, as prayed by said complainants.

These respondents state that no valuation has been made of the lands and personal estate of said Jane Burgee, as provided by her said will. They state that the said John