

-5-

Hundred and Twenty-nine.

FIFTH: Answering the SEVENTH paragraph of said Bill of Complaint your Respondent denies that the will bearing date on June Twentieth, Nineteen Hundred and Twenty-nine, and filed as "Exhibit June Will" to the Bill of Complaint is an inherent, essential and inseparable part of an irrevocable agreement between the said Robert Harold Davidge and the Complainant, but on the contrary your Respondent says that the will bearing date on the twentieth day of June, Nineteen Hundred and Twenty-nine, was a testamentary paper ambulatory in all respects as any other will and that the said Robert Harold Davidge possessed the undoubted right to execute a will of later date disposing of his property to such objects of his bounty as he might see fit.

SIXTH: Answering the EIGHTH paragraph of said Bill of Complaint your Respondent says that the Bill of Complaint in this cause is without equity; that there is no contract between the Complainant and the decedent, Robert Harold Davidge, to be enforced, and that your Honorable Court ought not to interfere with the due course of the administration of the estate of the said Robert Harold Davidge under the jurisdiction of the Orphans Court of Frederick County by your Respondent as the duly qualified Executrix named in the said Last Will and Testament of the said Robert Harold Davidge, a certified copy of which is filed as "Exhibit October Will" with the Bill of Complaint.

Parsons Newman
Solicitor for
Respondent

Filed March 7, 1944