

the alleged agreement or lease for recd by Complainants as Exhibit No 20 is void of any legal effect because procured by Complainants when said Otto F was incompetent mentally to execute the same, and because said lease purports to grant the tenancy of the Lands of said Otto F to said Complainants for a grossly inadequate rental not more than one third of the true yearly value thereof as the said Complainants have in effect themselves admitted by Statements of the amount of products realized by them therefrom, that said Lands consist of between three and four hundred Acres of Arable Land, besides the Wood Land worth from one hundred to one hundred and twenty five dollars per Acre while at the usual rental of one half the produce or a fair money rent should yield the Landlord or those representing him twenty five hundred dollars per annum. And this Respondent charges that said Agreement was procured through the fraudulent acts and representations of said Complainants that said Otto F Harley was induced to sign the same by the undue influence and importunities and improper representations of the Complainants but a few days before his death during his last illness and when by reason of his extreme age and the force of the disease from which he was suffering he was unable to resist the influence of Complainants or clearly to weigh his relations to others or transact business to advantage, that he was not of sound and disposing mind and was not capable of then executing a radical deed or contract and this Respondent prays that said agreement may be declared null and void, and further answering this Respondent says that the sale of said Real Estate subject to said pretended lease would greatly lessen its value and price and give said Complainants a great and unique advantage over others in buying the same, and that said lease ^{should} be set aside and annulled before a sale of said Lands is decreed. And this Respondent further says that if said lease can be defended and maintained as a valid one it would not be to the intent and advantage of the heirs at Law of said Otto F Harley except the said Complainants to have said Lands sold, until the same shall have expired because the purchaser could not obtain possession until then and in the meantime said Land would be subject to the possession of said Complainants under said lease which contains but few of the customary restrictions imposed upon the tenant as to number of stock to be grazed, furnishing fertilizers &c &c for the preservation of the fertility of said Lands &c. Therefore this Respondent prays to a Decree for the sale of said Lands and prays that said alleged lease be declared null and void. And as in duty &c

Jno Ritchie
Solicitor for Defendants.

Filed Nov. 30. 1873.

General Josephus B Harley &
Replication Henry F Harley
to answer of
G. W. S. Harley
Catharine Harley & others

No 3788 Equity
Circuit Court for Frederick County in Equity.
To Clerk.
Enter general replications to the answer of
George W S Harley.

Filed Jan 28th 1873.

W J Ross
Solicitor for Complainants

Interlocu
Decree
15
P. F. Willam
vs Wife

Interlocu
Decree
15
non resident

Petition
leave
filed