

Benjamin and Jesse C. Todd (Excepted To)
 And I did know.

19th Oct. At the time of the conversation with your daughter Ruth detailed in reply to the 7th Comp Interrogatory, did you or not know, at that time that she was to get the Government Bonds of the highest grade due to the Defendants Perry A. and Jesse C. Todd

And I told you I did not know any thing about it.
 There being no other witnesses present to be examined, and no further time being required for the production of evidence, the said Commissioners closed the said Commission, and hereunto return the same under their hands and seals on this thirty first day of December in the Year Eighteen Hundred and Seventy three.

W. P. Nelson, Seal, Commis^r
 J. P. Wood, Seal, Commis^r

And thereupon, the said Cause was argued before said Court and submitted to the same, and afterwards to wit: on the 30th day of June A.D. 1874, was filed in said Cause, the opinion and decree of the said Court as follows viz:

Opinion and Decree of Court.

Ruth Grove and Samuel Grove } No. 3367 Equity
 vs } In the Circuit Court for Frederick County
 Perry A. Todd, Jesse C. Todd } as a Court of Equity.
 and Others } May Term 1874.

The Bill in this case was filed to obtain a Decree, declaring null and void a certain Deed, dated 29th November A.D. 1866, from Benjamin Todd & Ruth Todd his wife to Benjamin A. Todd and Jesse C. Todd for a Parcel of land called "Hidgerville Heights" containing thirty hundred and eighty seven one Rod and twelve perches lying in Frederick County; and also assigning to said Ruth Grove, who was the widow of said Benjamin Todd her share in said land.

The Bill charges, that Ruth Grove then Ruth Todd was induced to sign and acknowledge said Deed through the fraud and false promises of her Husband, Benjamin Todd and his brother Rachel B. Todd who by falsehood and deception had so poisoned and prejudiced her Husband's mind against her as to induce him to endeavor to deprive her of all her Marital rights in his Real and Personal Estate. And further charges, that said voluntary Deed is void because the acknowledgment thereof was made by the grantors at their residence in Carroll County by one H. W. Phelps as Justice of the Peace of Frederick County. The Defendants, Benjamin A. Todd and Jesse C. Todd who are the grantors in the Deed and Rachel B. Todd deny the fraud charges and contend that the defect in the acknowledgment of the Deed is cured by the Act of Assembly of 1867, Chapter 160. The validity and binding effect of this Act is denied by