

Answer  
of  
J. W. Sefton.

The answer of John W. Sefton of Frederick County, State of Maryland, to the Bill of Complaint of Leonard R. Maesche, James J. Maesche and Albert Foreman of Frederick County, State of Maryland, parting - under the name, style and firm of Maesche Bros. & Co. filed in the Circuit Court for Frederick County, in Equity, against himself and William Sefton. This Defendant for answer to the said Bill of Complaint answers and says. - That he admits that William Sefton was the owner of the Lot of ground upon which the house was erected by Complainants, having the legal title to the same, and never conveyed the same to this defendant. This defendant further states, that he did contract with the Complainants in his own right and not as agent of said William Sefton, or in behalf, or for the use of said William Sefton. This defendant further states, that prior to the contract with said Complainants he exhibited to them a model or plan of a house which the Complainants agreed to erect for defendant for the specific sum of Seventeen hundred and fifty dollars, to be paid for in hand, that said contract was by parol and not in writing. That said house was to be erected and finished according to said plan as to finish, construction and materials. This respondent further states, that said buildings were not finished and constructed according to said model, and that the materials used in the construction of said house, and the workmanship thereof was very inferior to the plan given, and that several portions of the plan were omitted by Complainants not carried out, or erected, that the claim filed and exhibited in said Bill embraces articles as extra work, which were required by said plan. That by the special contract all materials were to be furnished by said Complainants, and both as to work and materials, were embraced in this contract price of Seventeen hundred and fifty dollars. This respondent further states that before the said buildings were completed according to contract the Complainants demanded payment and that your respondent refused to accept said building because not finished according to contract, and because of the insufficient materials, and of the unworkmanlike manner in which said building was erected, and because of the extra charges made by Complainants over and above the contract. That it was agreed by Complainants and defendants, that defendants should take possession, and that all matters in controversy between said parties touching said building should be referred to Arbitrators to be selected by said parties - That this respondent was ready with a Carpenter named by himself, and called upon the Complainants to nominate a Carpenter on their part, and then and there tendered ready to arbitrate all matters touching said building; and that the Complainants then and there refused to arbitrate, and still do refuse to settle the dispute by arbitration. This respondent expressly states that he would not have accepted the buildings or moved into the house, unless upon the agreement to refer the matters in contro-

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