

he the said Dawson V. Hammond. was the absolute owner in fee of all the lands which had not been previously conveyed away by deed by the said Thomas Hammond including the land of respondent heretofore referred to, whenever in truth and in fact, at the time of making such false and deceitful representations to this respondent, the said Dawson Hammond well knew that the said pretended deed from said Thomas Hammond to him was erroneous fraudulent and void, that this respondent having at the time great confidence in said Dawson V. Hammond who is the uncle of this respondent, and being himself entirely ignorant of matters of the nature & kind he was then asked to perform and relying upon the truth honesty, & fair dealing of said Dawson V. Hammond was circumvented and deceived by said Dawson V. and by such execution & deception was induced to accept the said deed from said Dawson V. as aforesaid. And this respondent prays your Honor to allow him such further and other equitable relief to said Bill of Complaint as if the same were here specially pleaded and he prays to be hence dismissed with his reasonable costs.

As in duty bound he will ever pray &c.  
 Filed February 6. 1877  
 Fred J. Nelson  
 Sol for defendant.

No. 4183 Equity.

Answering  
 Basil &  
 Charlotte C.  
 Wood.

To the Hon<sup>ble</sup> the Judges of the Circuit Court for Fredk. County, sitting in Equity:— The answer of Basil Wood and Charlotte C. Wood to the Bill of Complaint of John C. Hardt & others Exhibited against them:— These respondents for answer to said Bill of Complaint, or to so much thereof as they are advised it is necessary for them to answer say: in the year 1862, the said Thomas Hammond referred to in <sup>the</sup> said Bill of Comp. being desirous of procuring a home for your respondent, Charlotte C. Wood who is a niece of said Thomas Hammond authorized her to purchase a tract of land for not more than sixteen hundred dollars (\$1600-) and agreed to pay the purchase money, therefore and to give the same, and to execute his certain deed of conveyance in fee therefor to said respondent, as the absolute owner thereof; that in pursuance of said authority and on the faith of said agreement this respondent purchased a tract of land situated lying in Carroll County, containing ninety eight <sup>23</sup>/<sub>100</sub> acres of land more or less the same being a part of the land for the sale of which the said Bill of Complaint in this cause is filed that this respondent in pursuance of said authority and on the faith of said agreement on the part of the said Thomas Hammond contracts to pay for said land the sum of Twelve hundred & sixty Dollars which said sum was afterwards paid by said Thomas Hammond and a deed therefor taken by him in his own name. That shortly thereafter to wit; in the month of November A. D. 1862, the said Thomas Hammond in pursuance of the aforesaid agreement gave said land