

& premises to this respondent Charlotte C. Wood and in part
 Execution of said agreement upon his part as referring thereto
 and resulting therefrom placed said respondent, in possession thereof
 as absolute owner in fee, that since said time to wit, the month
 of November A. D. 1872, said respondent has been in actual possess-
 ion & enjoyment of said land and premises claiming and
 using the same as sole owner thereof that said possession and
 enjoyment, and claim of sole ownership thereof by said respondent
 were fully known to the said Thomas Hammond who not only
 acquiesced therein, but on divers occasions expressly declared
 that he had given said land & premises to said respondent,
 and that she was the owner thereof, and that she could do therewith
 whatever she saw fit, that this respondent having entire faith
 in and relying with implicit confidence upon the word and
 promises of the said Thomas Hammond as aforesaid and
 never doubting that the said land & premises were her own
 and that the said Thomas Hammond would in due time execute
 to her a proper deed therefor did lay out and expend large
 sums of money in improvements thereon with the full
 knowledge and concurrence of the said Thomas Hammond
 which she therewith would not have done; that at the time of
 the said gift of said land and premises by the said Thomas
 Hammond to said respondent and of his placing her in pos-
 session thereof the pecuniary ability of the said Thomas Hammond
 was ample to enable him to withdraw the amount of the pur-
 chase money for said land and premises as aforesaid from
 his estate, without the least hazard to his creditors or in any
 material degree lessening their then prospects of payment,
 and further answering these respondents admit that on the 13th
 day of June 1874, the said Thomas Hammond in consideration
 of love & affection and for the nominal sum of five dollars
 conveyed to said Dawson V. Hammond his heirs & assigns
 forever all the lands and real Estate of Every kind & nature
 whatever then belonging to said Thomas Hammond situated in the
 Counties of Frederick, Carroll and Howard in the State of Maryland
 that said deed was consent and fraudulent as to the pretensions
 of Thomas Hammond who was such at the date of said deed
 but your respondent Charlotte C. Wood avers and insists that
 in so far as said deed may be concerned as intending to convey
 the said land & premises heretofore donated by said Thomas
 Hammond to said respondent, the same being voluntary and
 without valuable consideration in operative as against said
 respondent, and convey no right title or interest to said Dawson
 V. Hammond which your Honor Court will or can enforce,
 And these respondents pray your Honor that they may be allowed all
 such further and other equitable defences to said Bill of
 Complaint as if the same were specially pleaded and they

Answer of
 Dawson
 Griffith
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 Griffith