

than it was first anticipated that this respondent admits that it will be necessary to sell the whole of said Real Estate for the payment of the same and this respondent in his own right answering said Bill of Complaint answers and says that he admits the allegations and charges contained in said Bill in reference to the deed from Thomas Hammond to this respondent to be true. But this respondent avers that there was no actual fraud intended to be committed by the said Thomas Hammond but that at the time of his death the said Thomas Hammond was under the impression and believed that his other property both real and personal outside of that conveyed to said respondent would be sufficient for the payment of his debts and this respondent both as Executor of the said Thomas Hammond dec'd and in his own right admits the other Allegations and charges contained in said Bill of Complaint to be true as therein stated with the Exception as to the heirs at law of said Thomas Hammond and stated that the names of those persons set out in the answer of Lyde Griffith & wife to said Bill in conjunction with the other parties to said Bill are the heirs at law of said Thomas Hammond and this respondent Executor as aforesaid and in his own right agrees that the Court shall pass such decree in the premises as the Court shall appear right.

Dawson T. Hammond Exr  
of Thos Hammond  
Dawson T. Hammond

Answer of  
Ellen Arden

N<sup>o</sup> 4183 Equity.

Answer of  
R. H. Marshall

The answer of Richard H. Marshall to the Bill of Complaint and amended Bill of Refers Heretofore filed against himself & others in the Circuit Court for Frederick County as a part of Equity N<sup>o</sup> 4183. Equity upon the Equity docket of the said Court this respondent answering says that he admits as stated in the said Bill of Complaint that Thomas Hammond in his life time being indebted to this defendant did on the 16th day of December Eighteen Hundred and Seventy two execute and deliver to this defendant his sealed promissory note for the sum of one Thousand and Seventy Seven dollars with legal interest from the date thereof this defendant further admits that the said Thomas Hammond did on the 30th day of December Eighteen Hundred and Seventy two execute and deliver in due form of law his deed of Mortgage to this defendant conveying to him certain lands located in Frederick County in the State of Maryland & described in the said Mortgage deed to secure the payment of the said promissory note and interest thereon as will appear by referring to the said Mortgage deed a copy of which is Exhibited in the complainant's Bill of Complaint marked N<sup>o</sup> 2 and made a part of the said Bill of Complaint. This defendant further says that the said Thomas Hammond during his life paid the interest on the said sealed promissory note up to the 16th day of December Eighteen hundred and Seventy three this defendant further says that the entire principal of the said promissory note with interest thereon from the 16th day of December eighteen hundred and Seventy three is still due and unpaid to this defendant. This defendant

Answer of  
Thos Colag. et

General  
Replication