No. 5758 Equity

The defendant Sidney R. Wolfe, Executrix and sole devisee under the last will of Thomas M Wolfe, deceased, for answer to the Plaintiff's Bill of Complaint filed in this cause, answers and says.

That she admits to be true the allegations stated in the first, second, third, fourth, fifth and sixth paragraphs of said Bill, and consents to the passage of a decree for the sale of the said real estate, as prayed.

Sidney R. Wolfe

Filed Dec. 30. 1890.

Answer

Answer

The Central National Bank of Frederick
@
Sidney R. Wolfe Executrix &c
Louisa G. MacGill & Patrick H. MacGill her husband, and William R. Percy, Trustee

No. 5758 Equity

In the Circuit Court for Frederick County in Equity.

The Defendants Louisa G. MacGill and Patrick H. MacGill her husband, for answer to the Plaintiffs Bill of Complaint filed in this cause answer and say,

1st. That they admit that the said Thomas M. Wolfe was indebted in his lifetime to the Central National Bank in the sum of three hundred dollars, as stated in the first paragraph of said Bill.

2d. That they admit that the said Thomas M Wolfe departed this life in the month of August 1890, and that he devised all his real and personal property to Sidney R. Wolfe, his wife, as stated in the second paragraph of said Bill.

3d. That they admit that the said Thomas M. Wolfe at the time of his death was seized and possessed of the real estate mentioned in the third paragraph of said Bill.

4th. That they admit that the said Thomas M. Wolfe was indebted to said Louisa G. MacGill in the mortgage debt of twenty five hundred dollars, and interest thereon as stated in the fourth paragraph of said Bill.

5th. That they admit that the said Thomas M. Wolfe was indebted unto the said William R. Percy, Trustee in the Mortgage debt of twenty five hundred dollars, and interest as stated in the fifth paragraph of said Bill.

6th. That they admit that the personal estate of the said Thomas M. Wolfe is insufficient for the payment of his debts, and consent to the passage of a decree for the sale of said real estate, provided the Mortgage debt of the said Louisa G. MacGill be paid out of the proceeds of sale according to its priority of lien.

Agreement of Counsel

Louisa G. MacGill
P. H. MacGill

Filed Dec. 30, 1890.