

No. 6037. Equity.

was & bought in any way this Respondent utterly denies that she ever agreed that the income of said farm after the support of her mother and herself was to be applied by her to the payment of said mortgage. Since in fact and truth the Respondent had no control over the income of said farm, the same being controlled by her mother the life tenant until the 15 day of January 1879 when it was decided to Respondent by her mother, since which time said farm never produced enough to support her mother and herself and pay taxes on the same - and indeed this Respondent avers that said farm never while in possession of her mother produced sufficient to pay taxes and support her mother & herself, but that on the contrary the taxes and interest were only paid by the continuous & unremitting labor of your Respondent and such labor as her mother was able to bestow -

3. And this Respondent further answering says that her mother and herself paid the taxes on said farm and the interest on said mortgage debt as long and as far as they could simply because they were obliged to do so to enable them to keep the house over their heads and that such payments were no more obligatory on Respondent than on the said Maranera Thomas, this Respondent again answering that she never made any bargain or agreement of any kind by which she was to pay any thing in regard to said property beyond the obligation created by the mortgage.

4. That Respondent's mother paid on said mortgage during her lifetime some \$200 but when & under what circumstances Respondent is not advised, nor does Respondent know the true amount now due upon said mortgage whether of principal, although she believed the principal now is \$1000.

5. Respondent admits the 4 & 5 Allegations of the Bill.

6. Respondent admits the allegations of 6th Paragraph but says that her part moiety is 1/2 of the property subject to the mortgage.

7. This Respondent admits that the same cannot be partitioned without loss & injury.

And Respondent further answering says that in Equity and good Conscience the Complainants are indebted to this Respondent since in & about the year 1874 the building on said farm were burned causing great loss & Damage to the Complainant as well as to Respondent, whereupon this Respondent & her mother with the generous helps and assistance of the neighbors put another house, stable and some other buildings upon said property, thereby increasing the value of said property to the benefit of said Complainants and Respondent says to be allowed such sum from the proceeds of sale as may appear to be a just allowance in this behalf, the value of said improvements thus made between \$6 & \$400 -

And having fully answered &c &c

Jacob Rohrbach &
John P. Maulby

Attys for Respondent
Hester Ann Gilbert

Filed December 5th 1872.