

to said will of Anna Mary Thomas filed as exhibit 11. That on or about the 25th day of February A. D. 1911, a certain J. Fenton Thomas, Jr., et. al., filed a Bill of Complaint in this cause as will fully appear by said original Bill of Complaint. That just prior to the filing of said Original Bill of Complaint, the said Anna Mary Thomas was threatened by suit by certain of the plaintiffs the agents and attorneys of the said plaintiffs and requested and advised to have the respondents Flora May Day and Richard E. Day re-convey the real estate to her, the said Anna Mary Thomas, and that by so doing the family troubles, displeasures and the pending litigation would be avoided; that acting upon these requests and advices, the said Anna Mary Thomas requested and prevailed upon your respondent, Flora MAY Day, to re-convey said farm to her, the said Anna Mary Thomas, with the distinct understanding, promise and agreement that the said farm should still be the farm of the said Flora May Day, and that the said Anna Mary Thomas would secure the same to her after said pending suit and trouble had been allayed and disposed of. And these respondents say that there was no consideration for said deed Exhibit F other than to save the said Anna Mary Thomas then in feeble health and in or about 90 years of age from trouble and annoyance by her children and relatives and to abate the threatened and pending family litigation; and these respondents say that the said deed was made for said purpose herein set forth and with the distinct promise and agreement that said farm was to be the farm of the said Flora May Day. That in order to tide over the matter until such time as the family trouble and litigation should be adjusted, the said Anna Mary Thomas did not change her will or return back to the said Flora May Day her single bill for the sum of \$2600.00 balance due by her on the purchase price of said farm but retained the same in her possession and this respondent has now discovered that the said Anna Mary Thomas executed a promissory note to the said Flora May Day in the sum of \$2600.00 purporting to be a set off against said single bill for \$2600.00 a copy of said notes are herewith filed marked Exhibits X and Z. That the said Flora May Day never had said promissory note in her possession but the same was always held and retained by the said Anna Mary Thomas and these respondents say that said deed Exhibit F. was without consideration, was never intended to be a final and perfect conveyance of said property but was intended as herein set forth and that nothing passed by the same, and that all the right, title, interest and estate of both Anna Mary Thomas and Flora May Day in and to the said farm mentioned and described herein and the title to the same is still and now remains in the said Flora May Day.

10. That by the terms of the will of Anna Mary Thomas, the said Flora May Day is to pay the executors the sum of \$2600.00 the balance of the purchase price of said farm and provides that she will not participate in said estate unless she shall pay the sum mentioned in item 13 of said will. That by item 18 of said will Flora May Day is devised the residence in Adamstown for the sum of \$3500.00 and required her to pay the further sum of \$2600.00 mentioned in the 13th item of said will; That the payment of the said sum of \$2600.00 was based upon the idea, fact and theory that the farm was to be the property of Flora MAY Day that said farm now stands in the name of Anna Mary Thomas and that your respondent Flora May Day is willing, able and anxious to accept the devise of the said House in Adamstown and to carry out the other provisions of said will binding upon her but cannot decide or elect until the Court passes upon her rights and liabilities in the matter of the deeds and the will in this cause.

11. And these respondents having answered fully the Bill of Complaint filed against them and others in this cause, pray for such relief as the nature of their interest