

1st.-That saving and reserving to themselves all right of demurrer to the Bill of Complaint filed in this case upon account of its many-fold errors and omissions, your respondents, Annie Kroeger, Conrad Kroeger, her husband, William Hickman, Catharine Hickman, Ida Garrick, Louis Garrick, her husband, Emma Oettinger and Rudolph Oettinger, her husband, Josephine Hickman, Charles Hickman and Anna Hickman State as follows;

2nd.-Answering to first paragraph of said Bill of Complaint, your respondents state that they admit that Thomas Hickman died on or about the 30th day of November 1913, they admit, further, that the said Thomas Hickman left surviving him his mother, your respondent, Josephine Hickman and your respondents Annie Kroeger, William Hickman, Ida Garrick, Emma Oettinger, Charles Hickman and Anna Hickman, his brothers and sisters as his next of kin and heirs at Law; they neither admit or deny the remaining allegations contained in said first paragraph of said Bill of Complaint, but demand strict proof thereof.

3rd.-Further answering the first paragraph of said Bill of Complaint your respondents state that the allegation that said Thomas Hickman left little or no personal estate, is false, and allege that at the time of his death, the said said Thomas Hickman was possessed of a large personal estate and that said estate is now in the possession of the complainants in this case and that for the purpose of depriving your respondents from their legal interests in said estate, she is now withholding the said estate from the jurisdiction of the Orphans Court of Frederick County and intends to convert said personal estate to her own personal use.

4th.-Your respondents neither admit nor deny the allegations contained in the second paragraph of said Bill of Complaint but require strict proof thereof.

5.- Answering the third paragraph of said Bill of Complaint, your respondents deny the existence of the agreement therein set forth and say that the purchase of the property therein mentioned was made by the said Thomas Hickman on his own behalf.

6.- Answering the fourth paragraph of said Bill of Complaint, your respondents admit that the said Thomas Hickman made the purchase of the property therein described and paid part cash and part by way of promissory note as therein alleged but say further that said purchase was made in his own behalf, was paid for with his own money and that he further paid promissory note at its maturity, they further state that the said entire business transaction was conducted by the said Thomas Hickman in his own name, with his own money, and upon his own responsibility and not in pursuance of any alleged agreement with the complainant.

7.- Your respondents deny each and all the allegations contained in the fifth paragraph of said Bill of Complaint.

8th.-Answering the sixth paragraph of said Bill of Complaint, your respondents state that the said Thomas Hickman paid the balance of said purchase price and received a deed for said Lots; that said deed was properly made to said Thomas Hickman, that there was no fraud, accident or mistake in the drafting of said deed and that it was properly made out to said Thomas Hickman, the real purchaser of said property.

9.- Answering the seventh paragraph of said Bill of Complaint, your respondents state that they deny each and all the allegations therein contained.

Filed May 23rd, 1914.

GENERAL REPLICATION.

Gertrude E. Hickman

Vs.

Annie Kroeger et al.,

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No. 9162, Equity.  
In the Circuit Court for  
Frederick County.

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The Plaintiff joins issue on the matters and things alleged in the answer of Annie Kroeger et al. so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

Smith & Smith  
Solicitors for Plaintiff.

Filed Oct, 24th, 1914