

ANSWER OF GUARDIAN AD LITEM.

William L. B. Care and Irene W. Care, his wife.	"	No. 10135 EQUITY.
	"	
Vs.	"	In the Circuit Court for Frederick County
	"	sitting in Equity.
Ida L. Care widow & et al.	"	

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THE ANSWER OF Vernon L. Care infant under the age of twenty-one years, by John H. Martz Guardian ad Litem, to the Bill of Complaint of William L. B. Care et al against Ida L. Care widow et al. in the Circuit Court for Frederick County, sitting as a Court of Equity exhibited.

The Defendant cannot admit any of the matters and things alleged in the bill, and being infant of tender years, submit his rights to the protection of this Court.

(Filed April 28, 1920)

John H. Martz  
Guardian as Litem.

ANSWER OF VIOLA E. CARE.

William L. B. Care and Irene W. Care his wife	"	No. 10135 EQUITY.
	"	
vs.	"	In the Circuit Court for Frederick County
	"	IN EQUITY.
Ida L. Care (widow ) et al.	"	

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To the Honorable ; the JUDGES of said Court ---

The answer of Viola E. Care, wife of Vernon L. Care, respectfully shown unto your Honors;--  
1st -- That this respondent admits all and singular the allegations of the Bill of Complaint as set forth in the 1st -- 2nd and 3rd paragraphs of the Bill to be true as therein set forth.  
2nd -- That this respondent neither admits or denies the allegations as set forth in the 4th and 5th paragraphs of the Bill and leaves the Plaintiff to his proof.

And this respondent answering all and fully the several allegations of the Bill of Complaint prays to be hence dismissed with her proper costs.

And as in duty etc.

Witness Bernard L. Hill  
(Filed May 3, 1920)

Viola E. Care

OPINION AND DECREE. NO. 10135 EQUITY.

William L. B. Care and Irene W. Care, his wife,	"	In the Circuit Court
	"	for Frederick County,
Vs.	"	sitting as a Court
	"	of Equity.
Ida L. Care (widow), Vernon L. Care, infant, and Viola E. Care, his wife.	"	

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The evidence in this case proves very clearly and satisfactory that title to the lots in question was taken in the name of George B. Care because his son, William L. B. Care, who desired to own the property, was at the time, September 6, 1916, a minor under twenty-one years of age, and therefore incapable of executing a mortgage thereon to the Real Estate and Improvement Company of Baltimore City, from whom he desired to obtain a loan of about \$350.00. The evidence of the widow, the brother, and of the Cashier of the Peoples National Bank of Brunswick, as well as the correspondence between the plaintiff, William L. B. Care, and Dr. S. R. Barr, representing the Real Estate and Improvement Company, establishes the fact that the title to the property was taken in the father's name merely and solely because the son was a minor, and also the fact that all moneys paid on the purchase price of the property were paid by the son, William L. B. Care, and that George B. Care, the father, died without having deeded the property to his son, after the latter became of full age, through an omission due entirely to