Miller and Benjamin as Complainant hath erroneously supposed) to the said Mark being then and there in the legal possession by virtue of an agreement with the rightful owners thereof and so continued in entire right up to the time of her death about the year 1839 when the said Sarah Wright became legally possessed of said property under the Fathers title thereto and finally by force and virtue of the said Lease of John McGuire to and others bearing date May 20th 1840 and she so continued in possession thereof as aforesaid till the period of her death in 1848 in which said conveyance hereon said Complainant had no agency and which said Lease this Defendant prays may be taken and received as a part of this her answer, that during this period the said Complainant has suffered and permitted to remain on the premises as the mere sojourner thereof, and not in any wise exercising privileges or authority adversary to the rights of the said Sarah Wright but in all respects subject thereto. And this defendant although admitting that the said property was originally intended to be leased to the said Mark Miller, says that by agreement and understanding between the said Mark and Sarah it was conveyed to the latter but he denies that the said Sarah and her Father were unable to support and maintain themselves or that the said Sarah ever requested the said Complainant to come and take possession of the premises as he hath alleged in his said Bill of Complaint. So far from being supported by said Complainant this defendant says that said Complainant was not able to support himself and was entirely helpless, as the small amount of property which he owned was about this time seized under a distress warrant and sold to satisfy an arrearage of rent due a gentleman of Baltimore County and it was in this deplorable condition of things that he sought and obtained permission as above stated to shelter himself in the time of his misfortune under the roof of the said Sarah and her Father - they being moved to that of humanity and kindness by the pitiable condition to which said Complainant was reduced, and assured by not dreaming that this the object of their bounty would ever thus attempt to assert ownership of the premises in question -

And this Defendant further avers and says that said Complainant did not pay the said sixty dollars nor indeed any arrears of rent on said property if ever such there were, and denies that he took possession as he hath alleged in that he has improved the property and erected good dwellings and other houses thereon - So far indeed from having done so, this Defendant avers and says that said Complainant has really committed great waste on the premises in cutting down removing and selling a quantity (all there was) of valuable chestnut and timber thereby grossly reducing the property in value, and in fact such has been the reckless conduct of Complainant in this regard that this Defendant was compelled some six months since to apply to the Circuit Court of said County for the State's Writ of

Injunction to restrain and enjoin said Complainant from the further perpetration of Waste and consequent injury to said property, and which injunction is yet in force, not having been dissolved nor has said Complainant ever ventured to prosecute his answer thereto, and this defendant further says that said Complainant did not support and maintain the said Sarah Wright and her father as he hath alleged in his said Bill, and further says there never was any agreement whereby the said Complainant should be invested with the title to said property as he hath alleged in his said Bill and denies that the premises ever was in fact or ever was considered as the property of said Complainant, but on the contrary it was always reputed as in fact it was the property of the said Sarah Wright. And this defendant further avers and says that the said Complainant did not defray the expenses of cultivating said land, nor bear the expenses of the buildings except it may be the putting up of a shed or some thing of the kind for his own convenience nor pay ground rent and taxes on the same during the life time of said Sarah, and denies that said Complainant supported her for any length of time, this defendant admits however that the said Sarah departed this life in 1848 without having made her last will and testament or any writing in confirmation of the pretended title to said property and up since her death by said Complainant but denies that he ever supported the father of said Sarah as he has alleged so. This Defendant admits that some time in the year 1851 he thinks he was approached by said Complainant who pretended he had an opportunity of making an advantageous sale of the premises and only needed the assent of this Defendant to effect the same and thereby with this specious pretence and fraudulent design procured the signature of this Defendant to said alleged release - this defendant at the time protesting that he had no proper interest to release, he did not at the time nor has he since received a dollar in consideration thereof, and indeed simply executed the accepted paper as he hoped to get rid of the constant importunities of said Complainant he being a most troublesome and importuning man. And this Defendant as address and therefore avers and pleads that the said pretended release is of no avail in Law it never having been stamped as required and being otherwise insufficient to pass any title. And this Defendant believes that said Complainant so considered it at the time of the execution thereof and ever since as he has not even thought the matter of sufficient importance to have the paper recorded. This defendant avers and says that there were debts of the said Sarah Wright remaining to be paid at the time of her death, and denies that the said Complainant has any title equitable or otherwise to said