B. T. B. Worthington in his life time repeatedly told this defendant that the principal of said settlement was under the authority of the Act of 1780 Session Cap. 5. Section 9. and that he had added the Interest to the principal and then deducted one third according to the provisions of that Act; upon which this defendant observed to him that by that mode of settlement he got vastly more than he was entitled to, but Worthington answered not so, for tho" I lent continental paper money, yet it came to the for specie; and therefore I ought to get specie, and as the Act of 1780 Justified him in it he made Robertson come into it" or words to that very effect; and this Defendant expressly states that Worthington did not attempt or pretend to say that he had ever lent advanced or paid for Robertson any other or greater sum of money than one hundred and seventy pounds continental at the time of executing said mortgage.

This Defendant admits that Robertson conveyed the said premises to Riggs after the mortgage aforesaid but as Robertson had become indebted to this defendant for monies actually paid and advanced for which he was liable. It was agreed that Riggs should convey the said premises to this defendant in order that this Defendant by paying up what was justly due on said mortgage to Worthington might thereby cover himself as to the debt he had paid for Robertson and which Robertson had no other means of discharging at the time, this Defendant saith that there have been payments made on said mortgage to Worthington in his life time, and which this Defendant is ready to prove, amounting to nearly the whole amount of what is justly due on said mortgage calculating the actual value of the money at the time lent with Interest. This Defendant further states that having a conveyance of the real estate in said mortgaged premises to himself in fee, posterior to said mortgage, he is bound in Equity to pay whatever may be justly and fairly due thereon and he is ready and willing to have an account taken, and to pay the same on having a conveyance

thereof executed to him or the same released to him. This Defendant saith that after the purchase so made by him of the mortgaged premises, Worthington required this Defendant to give bond for what was due to him on said mortgage and made calculations and represented to this defendant that there was due on said mortgage principal and Interest the sum of £171.6.0 current Money specie on the 26th of February 1791. and the Defendant should not have the mortgaged premises without he secured that sum by bond, and this Defendant ignorant of Law and not knowing how to extricate himself, gave his bond on the day and year last aforesaid conditioned to secure the payment of the said last mentioned sum, and this Defendant expressly swears that he never did borrow any money of said Worthington or was in any manner indebted to him except being liable as an after purchase for what was due him on said mortgage, and that his bond was executed to secure the money so represented to be due and for no other consideration, upon which said bond judgment hath been obtained, and this defendant hath with consent of complainants counsel removed the same to the Court of Appeals, in order that the sum really due on the mortgage be ascertained and the amount to be levied on said bond known, but which this Defendant is ready to pay so soon as a Decree passes in this case.

This Defendant saith that the said Worthington by his settlement under the Act of 1780 with Robertson who was a needy and ignorant man will receive more than four fold the value of what he lent, and this Defendant, as Defendant as Robertson has removed out of the State will be greatly injured as the creditor of said Robertson, and without the means of being made whole unless on payment the complainant what is really due therein on said Mortgage and no more, and this Defendant prays hence to be dismissed without that &c.

Philip B. Key for Defendant.

Annapolis July 15th 1796

Then came Thomas Bicknell befor the subscriber and made oath on the Holy Evangels of Almighty that