design to defraud the creditors of the mortgagor - This defendant knows nothing of the pur-
chase by the Complainant of the interest of the said John Perkins in said decree but as
said Perkins had about that time become an Insolvent Debtor, and many Judgments
were impending over him this defendant has no doubt the transfer of said Perkins
interest in said decree was exclusively for the purpose of protecting it from the cre-
ditors of said Perkins and that no valuable or any other consideration was paid
him by the Complainant - This defendant admits it to be true that a judgment was
obtained in Prince George's County Court by William Holmes against the said Walter
S. Clarke, before the execution of the aforesaid mortgage and whether the mort-
gagee had or had not notice thereof he presumes can not be very material, he
further admits that upon this judgment a fieri facias regularly issued and
was levied by the sheriff of said County, upon the lands mentioned in said
mortgage and that upon the seventeenth day of June in the year one thou-
sand eight hundred and twenty six the same were sold to this defendant by
the deputy sheriff Richard W. Isaac, in the name and by the authority of the
High Sheriff in virtue of a Venditioni Exponas which had been sued out upon the
return of the aforesaid fieri facias, and this defendant also admits that he pur-
chased the said lands for the sum of five hundred dollars, but he denies that
the return of the sheriff to Complainant's Exhibit C. is a true copy of said re-
turn on the contrary the return of the sheriff was particularly specifiquing
not only the names of the different tracts of land therein mentioned but their
metes and bounds courses and distances and as appears by Complainants
Exhibit D. it was adjudged good by the Judges of Prince Georges County
Court who awarded upon it a writ of Habere facias possessionem upon
motion of this defendant - and this defendant denies in the most positive and
direct manner, that in making the said purchase of the sheriff, there was
any kind of understanding or fraudulent agreement, between him and
the aforesaid Richard W. Isaac charged in Complainants bill, the defendant
avers that the first information he received that said lands were to be sold
was from an advertisement to that effect by the sheriff set up, at some public place
in said County and that after seeing it he always intended to become a bidder
for the same provided a sale should take place, which he understood would
be the case if the plaintiff in the Judgment should attend and that he desired
the said Isaac to inform him if it was said Holmes intention to be present
which information said Isaac accordingly gave him and this defendant
avers that the said Isaac's was on the premises before the hour of three ap-
pointed for the sale and that said Holmes and this defendant and a
third person were there also as well as Walter S. Clarke the defendant in
said Judgment and that the sale tooke place either at the appointed
hour or in a very short time thereafter this defendant further avers that
said Holmes made the first bid but proceeded no further after this defen-
dant had bid more than would satisfy his Judgment - And this
defendant again expressly denies that said Isaac and himself had any
understanding on the subject or that there was the most distant agreement
or design entertained by either of them to injure the said Walter S. Clarke or
any other person or to sell the said lands to this defendant at an under-
value - This defendant attended the said sale in the exercise of a right com-
mon to every citizen to invest his money as he thought fit, and to buy property
offered for sale by a legal officer in obedience to Judicial process regularly
and fairly issued, in doing so he was guilty of no fraud, and had no under-

standing of any sort with the officer, this defendant has already denied that he
was the only bidder or that any steps were taken by the officer to prevent competi-
tion at the sale - This defendant denies that the lands purchased by him as aforesa-
id were worth from three to four thousand dollars on the contrary he con-
scientiously believes they would not now, nor would they when he bought them
bring more under any circumstances than from one thousand to twelve hundred
dollars cash, under the circumstances which attended the purchase by this
defendant he did not nor does he think now, that he got a bargain as there
were older judgments that that under which he bought which were liens
on the said lands and which of course this defendant might be liable to
pay - And also states that the said Walter S. Clarke in order to deter bidders from
attending said that his title to the lands was not good and that the purchaser
would buy a law suit. - This defendant affirms that the said lands were ad-
vertised at the publick places in the County and positively denies that any
steps were taken to keep the proposed sale a secret - he also denies that the money
which he paid for said lands was advanced to, or loaned to him by the said
Richard W. Isaac, or that said Isaac was either directly or indirectly in-
terested in the purchase, on the contrary the defendant paid for said lands
with his own money, and purchased them for his own exclusive use and
benefit - And in answer to the specific interrogatories in the complainants
bill this defendant emphatically denies that it was understood between
himself and the said Deputy Sheriff that the lands were to be sold to him at
a low price he admits that said Deputy sheriff was at his house on the day
of sale but he denies that he came for the purpose of taking him to said sale
he denies that said Deputy sheriff was interested in the purchase in any
manner or that he furnished this defendant with the money to pay for
the same he admits that said lands under different circumstances
clear of incumbrances and with a title undisputed would sell for more
money than he paid for them but he does not think they would if sold
again by the sheriff and with the same objections and responsibilities to
which they were when this defendant bought - And this defendant for
the purpose of showing that the return to Complainants Exhibit C is not the
true return of the sheriff in the case to which it relates files his exhibit E. No. 1
(which he prays may be received as a part of this answer) the actual return of the
sheriff in that case with a certificate of the Clerk of Prince George's County show-
ing that the copy exhibited by the Complainant is not the correct return,
and this defendant denies all manner of unlawful combination and
confederacy in the said Complainants Bill contained without that there is
any other matter or thing in the said bill; not herein and hereby answered
denied traversed or avoided is true and this defendant prays hence to be
dismissed with his costs and charges in this behalf most wrongfully sus-
tained. -

N. Stonestreet, J. Johnson, Sol.rs for defendant. -

Maryland Prince Georges County set: - Be it remembered that on this
twelfth day of April in the year one thousand eight hundred and twenty
seven personally appeared Francis Belmear before me the subscriber a
Justice of the peace for the County and State aforesaid, and made oath on
the Holy Evangely of Almighty God that the above and aforegoing answer
and the matters and things therein contained are true. - B. Bowling. -

Exhibit filed with the answer. - William Holmes vs. Walter S. Clarke.

Venditioni Exponas - sheriffs return as follows to wit, - Made to the amount