mistake was ever suggested to said Court, or that any measures were ever taken to correct said alleged error. These defendants further answering say, that in the year 1842 being partners in trade under the firm of Morris & Jones, it was proposed to give these defendants a mortgage on certain property situate in the city of Baltimore, represented to belong to the above named Rachel Heide & Mary Ann Norris & William Norris, that these defendants being then and still residents of the City of Philadelphia & knowing nothing of said property employed Beale & Nelson Spurrier conveyancers in the City of Baltimore, to examine the title to all of the lots comprising the property so proposed to be mortgaged to them, that on examination said Beale & Nelson Spurrier informed this defendant Morris (who was in Baltimore to attend to said business) that the title of said Rachel Heide & William Norris & Mary Ann his wife, to each and all of the three lots so proposed to be mortgaged & which are described in the mortgage hereinafter mentioned, was satisfactory and good & in consequence thereof these defendants agreed to accept said proposed mortgage. That in pursuance of said arrangement & agreement the proposed mortgage was drawn as proposed & for the purposes therein set forth and was duly executed acknowledged, delivered & recorded, being dated on the 16th day of June 1842 & recorded among the land records of Baltimore County Liber J.H. No. 321 folio 694 &c. by which mortgage the lots & property so as aforesaid proposed to be given in mortgage to these defendants, & the title to which was examined as above stated were conveyed & these defendants, acting in perfectly good faith, without any suspicion or intimation that the complainant had any pretense of claim on any of said lots and property, accepted the same and complied with all the terms & conditions to be performed on their part as set forth in said mortgage & to which these defendants beg leave to refer this Honorable Court, when it is produced by which it will appear, as alleged in said Bill, that the aforementioned lot of ground conveyed by Richard Jones to George Heide, and afterwards assigned to said Rachel Heide, widow for life & to Mary Ann wife of William Norris in reversion in fee was with two other lots mortgaged to these defendants. These defendants agreed to accept said Mortgage & enter into the contract therein set forth, on the faith & under the belief that the grantors therein had a good title to & a right to convey the several lots of ground in said mortgage professed to be conveyed & directed Mr. Spurrier to draw the same. That after the execution and delivery thereof, it was left to said Spurrier to attend to having every thing done that was necessary to give it effect & after the return of this defendant Morris to Philadelphia & a few days after the execution of the mortgage the said B & N. Spurrier sent to these defendants the proper certificate that the title was good, together with a plat shewing the location of said mortgaged lots, a copy whereof marked "Deft. Exhibit No. 1" is herewith filed as part of this answer & the original whereof these defendants are ready to produce to this Honble Court. These defendants positi-

-tively deny that at the time of making said contract & taking said mortgage, that they, or either of them had any notice that the commissioners appointed in the above mentioned proceedings in the Orphans Court intended to assign to the complainant Eliza Baynard the said lot of ground conveyed by Richard Jones to George Heide or that she had possession thereof, or received the rents as charged in said Bill, & they further deny, that they ever heard of her claim on said lot, or even of her name, or that there was objection to said mortgage in any way till in the autumn of the year 1843, long after said mortgage was forfeited, when this defendant, Jones, visited the City of Baltimore for the purpose of having said mortgage foreclosed & then for the first time heard of the difficulty and claim now set up by the complainant. These defendants admit that they received the mortgage referred to in said Bill in the manner and under the circumstances herein before stated, but they do not admit, that there was any mistake on the lots of ground by said mortgage conveyed to them & insist that by said mortgage the several lots intended to be given & received by way of mortgage are correctly described & conveyed, & were the lots which said mortgagors by their titles had a right to convey, and that these defendants gave value for said mortgage, as thereby is set forth & that they are purchasers of said Lot conveyed by Richard Jones & George Heide as aforesaid, for valuable consideration, bona fide & without notice of any right or claim of said complainant, or any one else, in or to said lot, except the grantors in said mortgage, who thereby conveyed all their respective titles & interests therein. These defendants further answering say that they admit it to be true, that the said mortgage having become forfeited & all efforts to obtain payment by friendly applications having failed these defendants caused a bill to be filed on the equity side of this Honble Court in order to obtain a decree for the sale of said mortgaged property & that in the due course of law such decree was passed, That John G. Lloyd, the Trustee appointed by said decree to make said sale, having duly qualified therefor, did in pursuance of said decree sell all the said mortgaged property & duly reported said sales to this Court which reports & sales, after due notice were under the usual orders finally ratified by this Court all of which will particularly appear by reference to said proceedings, now of record. This defendant Jones attended said sale & admits it to be true, that at said sale the said complainant by her attorney gave notice of her claim to said lot conveyed by Richard Jones to Heide, but said Trustee insisted, that her claim could not affect the title thereto & that the purchaser would buy the title conveyed by the mortgage, & would accede to all the rights of said mortgagees & several persons bid for said lot, & among the rest this defendant Jones, who being the highest bidder, became the purchaser thereof, being advised & believing, that in as much as the mortgagees, at the time of taking said mortgage had no notice of the pretended claim of said complainant, that it could not affect their title & consequently could not affect that of the purchaser. That altho this defendant Jones, bought said lot in his own name, yet he in