did not inform the petitioner what it was, that thereupon your petitioner went to Alexander Randall his Counsel and informed him of the statement made by Mr. Bryan and believing as your petitioner did that it was a proceeding against him in the County Court he did not state its purport correctly to said Counsel and both your petitioner and his Counsel were fully under the belief that the writ was from the County Court where your petitioner was defending a suit against the said Complainant and your petitioner was not until this day the fifth of February had your petitioner or his said Counsel any knowledge whatever that his bill was filed or any proceedings whatever had taken place thereunder,

Your petitioner now states that he had paid large sums of money to the said Margaret L Ray and Elizabeth Ann Lee long before the alleged assignment of the said mortgage debt reducing the sum due to the said Margaret L Ray to the sum of one thousand and thirty six dollars and sixty three cents with interest thereon from the first day of April Eighteen hundred and forty six and that that your petitioner has reduced the debt which was due to the said Elizabeth Ann Lee as stated in the said mortgage to the sum of seven Hundred and sixty dollars with interest due thereon with interest thereon from the first day of April in the year eighteen hundred and forty six all of which will more fully and at large appear by reference to the receipts and settlements between the said Margaret L Ray and ~~and~~ Elizabeth Ann Lee herewith filed marked S.L.L. No. 1.2.3. which your petitioner prays may be taken as part of this his petition through your petitioner prays leave to file the same as exhibits to his answer to the said bill.

Your petitioner further states that he has through want of correct information and from no intention to contemn or any way disregard the ~~the~~ authority of this Court thus long delayed his answer to the said bill that he has a just defence against most of the claims set up in said bill, and that but a small part of the money stated in said Bill is due. In consideration whereof your petitioner respectfully prays your Honor to allow him leave to file his answer and Exhibits as if no such Interlocutory decree had been passed and that he have the right to such other and further relief as his case and equity require and as in duty he ever will &c.

A Randall for Petitioner.

On this tenth day of July 1849 before me the subscriber the Recorder of the City of Annapolis Maryland personally appears Stephen L Lee the petitioner and makes oath that the facts and statements in the above petition set forth are true to the best of his knowledge and belief

B T B Worthington.

And at the same time came the parties aforesaid by their solicitors aforesaid and filed in the said Cause the following agreement and submission.

John B Welham Adm of John Welham
vs
Stephen L Lee and others.

In Chancery

It is agreed that the answer of Stephen L Lee shall be filed with its Exhibits as if before the Interlocutory decree had been obtained. That all the Exhibits filed by the parties are admitted for all they purport to be as if proved under a commission after the answer had been filed. That the credits claimed by Deft Lee in his answer and Exhibits are to be allowed and that the balances as therein stated are due to the Complainant and Defendant Bird.

The questions submitted to the Chancellor are—

1st. Can the Complainant after recovering judgments at law for his debt one one of which an appeal is now pending for the principal thereof file a bill in this Court and obtain a decree for the sale of this Land to pay the same debt for which the judgt appealed on was rendered, when the defendant objects to such judgment and contends that the Complainant has by proceeding at law already elected his remedy and if not that he should now be required to elect,

2d. If the bill cannot be sustained as to the Complainant whether or not as to the other Creditor Bird can it sustained he having instituted a suit at law for the recovery of this debt the he has not yet had judgment thereof the defendant requiring him also to elect whether he will proceed at law or in Equity.

It is also agreed that the Commission in this cause shall be considered as executed after the parties had filed their answers

This cause is now respectfully submitted to the Chancellor for final decree.

A Randall for Lee
B T B Worthington for Compt.

On the part of Bird this agreement is signed with the understanding that it is in no manner to affect his right to call upon Lee to prove to the satisfaction of this Court that the name of Margaret L Ray signed to several of the Exhibits filed by said Lee is her genuine signature provided the said Bird shall see cause to question the same,

Frank H Stockett for Bird.

And at the same time came the said Defendant Stephen L Lee by his Counsel aforesaid and filed in the said cause his Answer to the said cause in the words following towit.

To the Honorable John Johnson Chancellor.

The Answer of Stephen L Lee of Anne Arundel County to the Bill of Complaint of John B Welham administrator of John Welham in the Court of Chancery exhibited against him and others.

The Defendant for his answer to so much of the said Bill as he is advised it is material for him to answer unto says that he admits that he did execute the mortgage as stated in the said bill (except that the amount of the said debt was $640.88 to his sisters Margaret John Ray and Elizabeth Ann Lee to secure the debts due to them as therein stated the original deed of which this Respondent admits the Complainants Exhibit I.B.W. No. 3 to be, and Exhibit I B W No. 1 to be correct copy thereof,

This respondent further states that he admits he did on the first day of April, after the execution of the said deed execute and deliver to the said Elizabeth Anne Lee his bond for $760 Exhibit I B W No. 2 in this cause which bond is for the same debt as is secured by the mortgage except that this defendant paid to the said Elizabeth Anne the sixty nine cents mentioned in Exhibit S.L.L. No. 1 which did then reduce the debt due to this said Elizabeth Anne to the sum of seven hundred and sixty dollars with interest thereon from the first day of April Eighteen hundred and forty six and that this sum of $760 and interest thereon as aforesaid are included in the said mortgage and is the only debt due by this respondent on account of the said mortgage or on any other account