respondents having received an assignment by the said Holliday and wife of a certain Mortgage executed to the said Caroline before her intermarriage with the said William S. Holliday, by a certain Daniel Rinvall in payment of the residue of the said purchase money, amounting to the sum of three thousand eight hundred and seventy five dollars, as will appear by reference to the said Mortgage to these respondents a copy of which is filed with the said amended and supplemental bill of Complaint marked Exhibit T.H. and these respondents admit and charge that the whole of said principal sum secured by the said Mortgage is still unpaid to these respondents and of the interest thereon, which accrued, due and payable on the first day of January eighteen hundred and fifty two the sum of one hundred and thirty seven dollars and fifty cents is due and unpaid to your respondents, and they further charge that since the filing of the said amended and supplemental bill the whole interest upon the said Mortgage for the year eighteen hundred and fifty two accrued due and was payable on the first of January eighteen hundred and fifty three, and no part thereof has been paid to your respondents but they admit that all the interest on said Mortgage which accrued due, prior to and on the first day of January eighteen hundred and fifty one has been paid to these respondents, and these respondents insist that their said Mortgage is a prior lien upon said real estate and a preferred claim to and over all other liens or incumbrances on the same. Further answering these respondents admit and charge that they held a mortgage of a portion of the said personal property mentioned in the said amended and supplemental bill as levied upon by the Sheriff namely Negro man Robert, negro boys Henry and John, to secure to these respondents the sum of thirteen hundred dollars with interest thereon according to the terms and conditions of said mortgage, dated the fifteenth day of October eighteen hundred and fifty one which is herewith filed marked Exhibit J.B. No 1 and these respondents aver that no part of the said thirteen hundred dollars so secured to these respondents has ever been paid to them though the same is now due and owing to your respondents and payment thereof has been duly demanded of the said William S. Holliday. And these respondents admit they have received the sum of thirty seven dollars on account of interest on said sum of thirteen hundred dollars, that they insist that the residue of said interest together with the whole principal debt is now due and owing to them and unpaid. And they consent that said personal property may be sold and the proceeds applied to the payment of the said sum of thirteen hundred dollars with interest now due thereon as aforesaid and the balance of the said property to be applied in such manner as this Court shall direct. These respondents know nothing of the several other matters and things charged in said amended and supplemental Bill; and they pray the Court to protect their rights in the premises and that they be allowed their costs of suit and as in duty &c.

Oliver Miller } for Respondents.
A. Randall }

Exhibit J.B. No 1

This Indenture made this fifteenth day of October in the year eighteen hundred and fifty one between William S. Holliday of Anne Arundel County & State of Maryland of the one part and Thomas S. Brice and John Brice of the City of Annapolis and State aforesaid of the other part: Whereas the said William S. Holliday owes and stands justly indebted to the said Thomas S. Brice and John Brice in the sum of thirteen hundred dollars current money for which the said Holliday hath given his promissory note to the said Thomas S. Brice and John Brice written upon paper duly stamped as is required by the laws of this State, and bearing even date with these presents and payable at six months after date with interest thereon payable monthly, said note subject to arrears from one to six months, and to secure the payment

thereof and of the several renewals if any be made, with interest thereon as aforesaid, he the said Holliday is willing to execute these presents, Now this Indenture witnesseth that the said William S. Holliday for and in consideration of the premises and for, and in consideration of the sum of five dollars current money to him in hand paid by the said Thomas S. Brice and John Brice at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Thomas S. Brice and John Brice their Executors administrators and assigns the following personal property, to wit Negro man named Robert aged about twenty four years negro boy named Henry aged about fourteen years and negro boy named John aged about ten years all slaves for life. To Have and To Hold all and singular the said negro slaves unto the said Thomas S. Brice and John Brice their executors administrators & assigns forever: provided always and these presents are upon this Condition that if the said William S. Holliday his executors or administrators shall and do well and truly pay or cause to be paid unto the said Thomas S. Brice and John Brice their executors and administrators or assigns the full sum of thirteen hundred dollars with interest thereon in the manner and at the times specified in the above recited promissory note, and that may be specified in the renewals thereof if any be made, then and in such case these presents and every matter and thing herein contained shall cease and be utterly null and void anything herein contained to the contrary thereof in anywise notwithstanding. And the said William S. Holliday for himself his heirs executors and administrators doth hereby covenant grant promise and agree to and with the said Thomas S. Brice and John Brice their executors administrators and assigns that he the said Holliday his heirs executors or administrators or some of them shall and will well and truly pay or cause to be paid unto the said Thomas S. Brice and John Brice their executors administrators or assigns the said sum of thirteen hundred dollars with Interest thereon at the times and in the manner hereinbefore limited for payment thereof without any deduction or abatement whatsoever. In Witness whereof the said William S. Holliday hath hereto set his hand and seal the day and year first hereinbefore written.

Signed Sealed and delivered in the presence of S. H. Hunter. — Wm S. Holliday (Seal)

Anne Arundel County, to wit: On this fifteenth day of October in the year eighteen hundred and fifty one before me the subscriber a Justice of the peace for the State of Maryland in and for said County personally appeared William S. Holliday the party grantor in the aforegoing deed or instrument of writing and acknowledged the same to be his act and deed. And I do hereby certify that I am satisfied of my own knowledge that the said William S. Holliday the person making this acknowledgment is the person named and described as and professing to be the party grantor in the aforegoing deed or instrument of writing.

Acknowledged before and certified by S. H. Hunter

Anne Arundel County to wit: On this Eighteenth day of October in the year eighteen hundred and fifty one before me the Subscriber a Justice of the peace in and for said County personally appeared Thomas S. Brice and John Brice the parties grantors in the aforegoing Mortgage or bill of sale and made oath that the consideration therein set forth is true and bona fide as therein stated. Sworn before Owen M. Taylor J.P.