lien to the extent of the separate estate of the said Caroline which it was intended to secure upon the real & personal property thereby conveyed from its date, over all other liens thereon subsequent to the date thereof. Further answering this respondent denies that the said Holliday caused respondents name to be inserted in said deed as Trustee without respondents knowledge thereof, or that respondents assent to said deed was in consequence of the false representations of the said Holliday in respect of the agreement between said Holliday and wife referred to in said deed and of the fair and bona fide effects thereof; but he avers that he knew that said deed was to be executed before its execution, and he gave his full & free assent thereto, and advised that his name should be used as such Trustee, because of respondents interest in the said Carolines Welfare, she being his sister, and of his clear conviction of the Justice and fairness of her said claim. This respondent knows nothing of his own knowledge of the other matters and things charged in said Bill except that he admits the execution of the said mortgage to the said Brices, and the sum due thereon as stated in their answer to this suit is correct. This Respondent consents that the property as as aforesaid conveyed to him may be sold and the surplus proceeds of sale after payment of the said mortgage debt to the said Brices may be applied as this Court may direct: he however insists upon the aforesaid application of the balance thereof and he submits his rights as Trustee to the protection of the Court and prays that he may be allowed his costs of suit &c.

Oliver Miller. Solicitor for Defendant.

And on the same day came William T. Holliday by O. Miller Esq his Solicitor and filed in said Cause his answer to the said Bill of Complaint in the words following Towit:

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County In Equity:

The separate answer of William T. Holliday of Anne Arundel County to the original and amended and supplemental Bill of Complaint of Nathan E. Berry and others against this Defendant and others in Equity exhibited. This Respondent reserving to himself all and all manner of exceptions to the manifold errors, falsehoods and misrepresentations in said Bill contained, in answer nevertheless to so much thereof as she is advised it is necessary and material for him to answer, answering says, That he admits that he is indebted to the Complainant Nathan in the sum stated in said original bill, for which he has recorded Judgment against your respondent as therein stated. He also admits that Josias Lee and Company and the Complainant William Hamilton Junior have recovered Judgments against him as stated in said Bill. He admits his indebtedness to the said William Hamilton Junior as stated in said Bill.

Further answering respondent admits that on the seventeenth day of April eighteen hundred and fifty two he executed the conveyance to Nicholas B. Worthington referred to in said Bill and filed therewith as Exhibit N.B, but he expressly denies that he did so for the purpose of hindering and delaying the Complainants or others his creditors in the collection of their debts, or cheating and defrauding them out of the same, or with any such design or purpose whatsoever. On the contrary this respondent avers that he executed said conveyance bona fide and for a good and valuable consideration as therein expressed and for the purpose of securing to your respondents wife and co defendant Caroline, the amount of her separate estate applied as hereinafter stated in part payment of the purchase money of the real and personal property mentioned in said conveyance. In relation to the execution of said deed and the consideration — thereof this respondent avers the following to be the facts. This respondent purchased

the real and personal property in said deed mentioned from a certain Thomas S. Brice and John Brice on or about the twenty fourth day of December eighteen hundred and forty seven, at and for the sum of nine thousand five hundred dollars, and in part payment of said purchase money, towit, the sum of three thousand eight hundred and seventy five dollars, This respondent and Caroline his wife executed to the said Brices in consideration of the circumstances hereinafter recited an assignment of a mortgage which had been previously executed to the said Caroline before her intermarriage with respondent, in her then maiden name of Caroline Worthington, by one Harriet Hurvale of a certain tract of Land situated in said County called Lot No 6 of Worthingtons Resurvey, which had been devised to the said Caroline by her father the late Price S. Worthington, and which the said Caroline had previously sold to the said Harriet said mortgage being executed to secure the payment of a part of the purchase money thereof. And this respondent avers that at the time the aforesaid assignment of the said mortgage was made, there was due thereon the aforesaid sum of three thousand eight hundred and seventy five dollars principal, & interest and that the said Brice accepted said assignment as part payment of the amount of the aforesaid sum of the purchase money for the said real and personal property so as aforesaid purchased from them, by your respondent all of which will appear from a copy of said deed of assignment filed in the cause of the said Brices against this respondent and others in this Court as Exhibit C.C. No 3 to which with the other exhibits filed in said Cause respondent begs have to refer, and that they may be taken and considered as part of this answer. And your respondent further avers & charges that previously and at the time said assignment was executed it was expressly agreed and understood between respondent and the said Caroline his wife that respondent, if the said Caroline would unite in the assignment of her said mortgage debt to the said Brice, would in consideration thereof secure the said Caroline the amount thereof out of the real and personal property so as aforesaid purchased from the said Brices, so paid off by the said Carolines individual debt, to which the said Caroline agreed. And respondent further avers and charges that he previously and at the time said assignment was executed, confidently assured the said Caroline that her said interest in said property would be fully and faithfully secured unto her, and but for this agreement and assurance on his part respondent verily believes that said Caroline would never have consented to execute said assignment. And this respondent avers and charges that in pursuance of said agreement and assurance on his part, and in consideration of the assignment aforesaid, he executed the said Deed of Trust to Nicholas B. Worthington fairly and in good faith.

Further answering respondent avers and charges that he never would have so applied the separate estate of his said wife, or have advised or consented to such application except upon the express condition that she should be secured on account thereof, and though he admits that at the time said Conveyance was executed, suits not however to a large amount were pending against him in Anne Arundel County Court by the Complainants and others, yet he avers that he had at that time and now has other property besides that embraced in said conveyance of his own absolute property to a large amount free and unincumbered, which has been, and is, at all time liable for respondents debts and within reach of his creditors.