admits that the levy by the Sheriff upon the personal property described in Exhibit O. filed with the said Bill, but he charges that the following portions thereof are subject to special liens, namely, negroman Robert and negro boys Henry and John to a mortgage executed by your respondent on the fifteenth day of October eighteen hundred and fifty one, to the said Thomas S. Brice and John Brice to secure to them the payment of the sum of thirteen hundred dollars with interest as therein expressed as will appear from said Mortgage filed with the answer of the said Brices to this Bill as Exhibit S.B. No 1 and he admits that the whole of said principal sum is now due and unpaid, and the whole of the interest now due thereon is also unpaid except the sum of thirty seven dollars which respondent has paid to the said Brices, and for which he holds their receipt. He also charges that two mules two horses and four oxen also part of the said personal property levied on by the Sheriff are subject to a mortgage executed by your respondent to one Edward Reynolds of the City of Baltimore on the seventh day of July eighteen hundred and fifty two as will appear by said Mortgage filed with the answer of the said Edward Reynolds to this bill as Exhibit E.R. to secure the sum of five hundred dollars with interest from the twenty third day of May eighteen hundred and fifty two, all of which both principal and interest respondent admits to be now due and unpaid. This respondent further answering avers and charges that the above are all the special liens now resting upon any portion of said personal property, and he consents that the real estate in the said Bills mentioned as mortgaged to the said Brices, together with all the personal property mentioned in these proceedings may be sold by a Decree of this Court, and the proceeds of sale applied to, in the first place, the payment of the mortgage due the said Brices, and the residue thereof in satisfaction of the claims of such other persons as this Court shall decide to be entitled thereto according to their respective liens priorities and preferences, insisting however that the said Caroline is entitled to have so much of the said surplus proceeds as will equal the amount of her separate estate so as aforesaid applied in part payment of the purchase money for said property with the interest thereon from the date of such application, paid over to the said Nicholas B. Worthington to be held by him according to the terms of the aforesaid conveyance and he prays to be allowed his costs of suit and so forth.

Oliver Miller Solr. for Defendant.

And on the same day came Caroline Holliday by Oliver Miller Esq. her Solicitor and filed in said cause her separate answer to the said Bill of Complaint in the words following to wit:

To The Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County sitting in Equity.

The separate answer of Caroline Holliday of Anne Arundel County to the original and amended and supplemental bill of Complaint of Nathan C. Berry & others against her and others in Equity exhibited, This respondent reserving to herself all and all manner of exceptions to the manifold errors and misstatements in the said Bill of Complaint contained, in answer nevertheless to so much thereof as she is advised it is necessary and material for her to answer, answering says that she knows nothing of the indebtedness of William C. Holliday her husband and Co-defendant to the Complainants or others, and she prays that the said Complainants and all others who

may come in to this suit may be required to produce strict proof of their alleged claims.

Further answering this respondent admits that her said husband William did on or about the seventeenth day of April eighteen hundred and fifty two convey to this respondents brother and co-defendant Nicholas B. Worthington, all his the said William's interest in certain real and personal property more particularly described in said conveyance or deed of trust a copy whereof is filed with the said original bill of Complaint, marked Exhibit No 16. to which said Exhibit this respondent begs leave to refer, both for the conditions and trusts thereof, and for a description of the property thereby conveyed, as well as for the consideration for which the same was executed. This Respondent denies that the said William executed the said conveyance for the purpose of hindering and delaying the Complainants and others, his creditors in the collection of their debts or of cheating and defrauding them out of the same, on the contrary thereof she avers that the said William executed the same bonafide and for a good and valuable consideration as stated in said deed and as hereinafter mentioned, And this respondent avers and charges the following to be the facts in relation to the execution of the same. This respondent before her intermarriage with the said William was seized and possessed of a certain tract of Land situated in Anne Arundel County called Lot No 6 of "Worthingtons Resurvey" which was devised to her by her father the late Brice S. Worthington, and which respondent before her said marriage sold to one Hamil Hurvall for four thousand eight hundred dollars, of which said Hamil paid respondent eight hundred dollars in Cash and in consideration that he would mortgage the said Land to respondent to secure the balance of said purchase money; your respondent on or about the twenty fourth day of December eighteen hundred and forty five conveyed the said Land to the said Hamil by deed of that date, and upon the same day said Hurvall executed to respondent a mortgage of said land to secure the payment of four thousand dollars the balance of the purchase money aforesaid, all of which will appear by reference to said deed and mortgage, duly authenticated Copies of which are filed in the cause of Thomas S. Brice and John Brice against the Defendant and others in this Court marked Exhibit C.H. No 1 & 2, which with all her other Exhibits filed in said Cause respondent prays, may be taken and considered as parts of this her answer. This mortgage was executed to respondent in her then maiden name of Caroline Worthington and so continued to stand in her said name (she from time to time receiving the interest thereon and part of the principal) after her said marriage, and until the twenty fourth day of December eighteen hundred and forty seven, when respondent in consideration of the circumstances hereinafter mentioned united with her said husband in assigning the same to the said Thomas S. Brice and John Brice in part payment of the purchase money of the said real and personal property mentioned in the said Exhibit S.B. which her said husband had previously purchased from the said Brices and which they conveyed to him by deed dated the day and year last aforesaid, a copy of which is filed in the aforesaid cause marked Exhibit No 6, at which said time there was due on the said mortgage from said Hurvall to your respondent, three thousand seven hundred and forty four dollars of the principal debt, and one hundred and thirty one dollars interest thereon all of which will more fully and at large appear by reference to a duly authenticated copy of said deed of assignment filed in the cause aforesaid marked Exhibit C.H. No 3. And your respondent avers and charges that previously and at the time said assignment was executed it was expressly agreed and understood between her said husband and this respondent, that her said husband, if this respondent would unite in the assignment of her said mortgage debt to the said Brices, would in consideration