by Nicholas B. Worthington his Guardian in that behalf specially appointed to the Bill of Complaint of Thomas S. Brice and John Brice against William T. Holliday, this defendant and others in the Circuit Court for Anne Arundel County, sitting as a Court of Equity, exhibited. This defendant answering by his guardian aforesaid, to the said Bill of Complaint says that he does not admit the truth of the several matters and things charged and set forth in said Bill, nor knows any thing thereof and prays the Court will protect his interest in the premises, and he prays to be hence dismissed with his costs and so forth.

Nicholas B. Worthington Guardian

The Guardian abovenamed makes oath on the Holy Evangelys of Almighty God, that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief. Sworn to before the Subscriber Commissioner for that purpose appointed.

Wm N. McPhelin.

And afterwards, towit, on the 31st day of December 1852 came William T. Holliday by Oliver 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 Sitting in Equity.

The separate answer of William T. Holliday to the Bill of Complaint of Thomas S. Brice and John Brice against him and others in Chancery exhibited.

The respondent admits the execution of the said deed of mortgage to the complainants and that the interest charged in the said Bill to be due thereon, is now due and unpaid, and he consents to a decree for the sale of the mortgaged premises as prayed. This respondent further admits that he executed the deed to Nicholas B. Worthington referred to in the answer of Caroline Holliday respondents wife and codefendant in pursuance of the previous agreement and assurance on his part as stated in said answer, and to secure his said wife for an on account of the application of her separate estate towards the purchase of the said real estate mentioned in the Bill of Complaint and the stock farming utensils &c, and the crops then growing and being thereon. And this respondent avers and charges that he never would have so applied the separate estate of his said wife or permitted it to have been applied for such purpose, except upon condition that she should be secured on account thereof. And further in reference to said deed to the said Worthington respondent admits the facts stated in the answer of the said Caroline to which he refers and adopts as his own. And he prays to be allowed his costs of suit &c.

Oliver Miller Solr for Defendant

Anne Arundel County Towit: On this 31st day of December eighteen hundred and fifty two before the subscriber a Justice of the peace in and for said County personally appeared the above named William T. Holliday and makes oath that the matters stated in the aforegoing answer are true to the best of his knowledge and belief. Sworn to before S. M. Hewitt

And on the same day came Nicholas B. Worthington by Oliver 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 Nicholas B. Worthington to the Bill of complaint of Thomas S. Brice and John Brice against him and others in Chancery Exhibited.

This Respondent admits the execution of the mortgage to complainants and that the interest thereon is now due as charged in the Bill of Complaint & he assents

to a decree for a sale as prayd. Further answering this respondent admits the execution to himself by the said William T. Holliday his codefendant, of the deed of conveyance referred to in the bill of complaint and in the answer of Caroline Holliday his codefendant and he insists that by reason thereof he is entitled to have so much of the surplus proceeds of sale after payment of complainants mortgage debt as will satisfy the claim of the said Caroline paid over to him to be held by him according to the terms of the said conveyance, & this rights in this respect he submits to the protection of the Court & prays that he may be allowed his costs of suit &c

Nicholas B. Worthington.

Anne Arundel County Towit

On this thirtieth day of December eighteen hundred & fifty two before the subscriber one of the Aldermen of the City of Annapolis personally appeared the above named Nicholas B. Worthington and makes oath that the matters stated in the aforegoing answer are true to the best of his knowledge & belief. Sworn to before A. Randall

And on the same day came Caroline Holliday by Oliver Miller Esq her Solicitor and filed in said cause her 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 Sitting in Equity:

The separate answer of Caroline Holliday to the Bill of Complaint of Thomas S. Brice and John Brice against her and others in Chancery exhibited. This respondent admits that she united with William T. Holliday her husband in the execution of the mortgage to the complainants as alleged in their Bill and she also admits that the interest on said mortgage debt is now due and unpaid as stated in said Bill and she consents that a decree may be passed for the sale of said Mortgage premises as prayed. Further answering this respondent admits that she claims a lien upon said real estate by reason of the deed to Nicholas B. Worthington her co-defendant mentioned in said Bill of Complaint and she avers & charges the following to be the facts in relation to the execution of said deed: Respondent before her intermarriage with the said William was and possessed of a certain tract of land situated in Anne Arundel County called Lot No 6 of Worthington's Resurvey which had been devised to her by her father the late Brice S. Worthington which said tract of Land respondent before her marriage sold to one Daniel Durall for the sum of four thousand eight hundred dollars of which the said Daniel paid to respondent eight hundred dollars in Cash, and in consideration that the said Durall owned mortgage the said Land to your respondent to secure the balance of said purchase money, your respondent did on or about the twenty fourth day of December eighteen hundred and forty five convey the said Land to the said Durall by deed dated the day and year aforesaid, & upon the same day the said Durall executed to your respondent a mortgage of said Land to secure the payment of the sum of four thousand dollars being the balance of the purchase money aforesaid upon certain conditions specified therein, all of which will more fully appear by reference to said deed and mortgage duly authenticated copies of which are herewith filed marked Exhibits Ch. No 1 & 2 which with her other exhibits your respondent prays may be taken as parts of this 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 a part of the prin-