respectively Executed. That said deed of conveyance was read as
the Mortgage from said Gaylo to said Charlotte executed con-
temporaneously with said deed were prepared by Messers Fielder
Stark and Sons well known and esteemed Conveyancers who
prior to the Execution of said deeds made a most careful ex-
amination of said Charlotte title to said property, and that
the covenant of Warranty of title contained in said deed of con-
veyance was as your Respondent believes expressly prepared by
Complainants Counsel to provide against any claim which might
thereafter have been made by a Brother of said Charlotte who had
not been heard from (as your Respondent was then informed) for
many years, and hence the clause was inserted in said deed
warranty said title against all persons claiming under Samuel
W Hollo the Father of said Charlotte to whom said Lands formerly
belonged. And this Respondent denies that the interest accruing
on said Mortgage debt has been duly and regularly paid as is
alleged in said Bill but avers that during the years 1855 the
said interest was largely in arrear and that the services of your
Respondent were engaged by said Charlotte to collect said interest
that your Respondent as the most effectual method of Conveying payment
thereof, requested authority from said Charlotte to advertise said
property for sale which she declined to do for motives of for-
bearance and good will towards Complainants and because
she then had no immediate use for the unreceived debt, but was
subject to serious embarrassment by the delinquency of Complainants
in paying his interest, And this Respondent denies the
Expediency and embargoes as alleged in Complainants Bill
and also that your Respondent has attempted to force a sale
of said Complainants property but respondent avers and insists
that in advertising said property at public sale in the manner
set forth in Complainants Bill he was acting as the legally
constituted Attorney of said Charles Gayle and her husband
in asserting and enforcing her legal rights as the Mortgagee
under said deed of Mortgage referred to, and Exhibited with
Complainants Bill. That your Respondent as Attorney aforesaid
had perfect authority to sell all and singular said Mortgaged Lands and
premises and that all of your Respondents acts in relation
to the time, place manner and mode of sale are in perfect
conformity with the Act of Assembly of 1854 Chapter 192, and
this Respondent has no knowledge of the other Matters charged
in Complainants Bill except what has been made known to
him by said Bill, and this Respondent avers that the said
Injunction was improvidently granted prays a dissolution thereof
and that he may be hence dismissed with his reasonable costs
and charges in this behalf most unjustly sustained.

C G Geary.

State of Maryland City of Baltimore Sct. On this 8 day of June
in the year of our Lord 1857 before the subscriber a Justice of the Peace
of the State of Maryland in and for the City of Baltimore aforesaid
personally appeared Cornelius G Geary and made oath that
the matters and things stated in the foregoing answer are true
to the best of his knowledge information and belief.

Sam'l Beeler Wm H Hazzard

And thereupon the said Benjamin R Gayle and Charlotte Gayle
by their Solicitor aforesaid prayed an Appeal from the order of
the Court here granting the injunction aforesaid to the Court
of Appeals of the State of Maryland, And it being ordered granted.
And afterwards to wit on the 12 day of December in the year
last aforesaid the said Defendants Benjamin R Gayle and Charlotte
Gayle by their Solicitor aforesaid filed in Court here in said cause
the following Appeal Bond to wit,

Know all men by these presents that we Benjamin
R Gayle Charlotte Gayle Joseph R Gayle and William H Calhoun
all of the City of Baltimore in the State of Maryland are held and
firmly bound unto John Falls of Baltimore County in the State aforesaid
in the sum of Six Thousand Dollars lawful money to be paid
unto the said John Falls or to his certain Attorney Executors
administrators or assigns to which payment well and truly to
be made we bind ourselves and each of us our and each of
our Heirs Executors and administrators Jointly by these
presents sealed with our Seals and dated this 13 day of
April in the year 1857. Whereas in a cause depending
in the Circuit Court for Baltimore City between the said John
Falls Complainant and Benjamin R Gayle Charlotte Gayle
and Cornelius G Geary Defendants the said Court passed an
order granting the said Defendants a writ of Injunction
perpetual staying the Sales and premises described in said pro-
ceedings. And Whereas the said Benjamin R Gayle
and Charlotte Gayle are about by Appeal from the said order
to the next Court of Appeals. Now the Condition of this obliga-
tion is such that if the above bound Benjamin R Gayle and
Charlotte Gayle shall cause a transcript of the Record and
proceedings in said cause to be transmitted to the Court of
Appeals within the time required by Law and prosecute the
same with effect and also indemnify said John Falls from
and against all loss and expense which he may sustain by
reason of such Appeal and the staying of the operation of
such order in case the same shall be affirmed, and shall
also pay all costs that shall be awarded by the said Court
of Appeals then this Obligation to be void otherwise of force and