To the Hon. R. N. Martin Judge &c. The answer of the Germania Building Association to the Bills filed against them by Francis Schott respectfully sheweth that before the filing of the Bill in this cause said association had agreed to loan to said Hummer on Mortgage on said property $1200 of which sum they had advanced $375.25 and had taken a mortgage for the whole sum and were to advance the balance as it was received by said association that after said advance of $375.25 & the execution of said Mortgage & the making said agreement the amended Bill was filed against them by said Schott that since then they have advanced to said Hummer the balance of said $1200 being advised by Counsel so to do said association neither admits nor denies the other allegations of the Bills being ignorant of the facts and demand proof thereof and denying the Jurisdiction of this Court and excepting to the sufficiency of the allegations of the Bills they pray to be dismissed with costs and they will &c

E. Duffy for Deft.

Baltimore City SS: on this 7th day of July 1860 before the Subscriber a Justice of the Peace of said City personally appears Wm. H. Snider Secy. of said Association and makes oath in due form of law that the matters set forth in the foregoing answer are true as therein stated to the best of his knowledge and belief

Saml. E. Myers.

To the Hon. R. N. Martin Judge &c The answer of Henry Hummer to the Bill and amended Bill of Francis Schott filed in this Court against him respectfully sheweth that he admits the sale of the property mentioned in the Bill by the Complainant to him for the price stated & also the execution of the deed thereof to him by Complainant and he further admits that of the purchase money the Deft paid to said Schott the sum of $400 in cash & that he gave to said Schott the note for $800 filed with the Bill for the balance And Deft now says that the agreement between him and the said Schott in the sale of said property was ~~that said Schott~~ was to receive said cash payment and the balance as soon as said Deft was able to raise it, that Deft told said Schott that he Deft, would have to raise the balance by mortgaging said property to a Building association that Deft could not be able to do so unless all claim against said for the purchase money should be abandoned that accordingly said Schott gave to Deft a clear deed of said property so that Deft could raise the balance of purchase money by Mortgaging the same and abandoned all claim & credit upon said property for said balance and agreed to take in lieu thereof the debt of Deft secured by the father in law of Defendant Wm. H. Mayer which was accordingly given to him That altho' said note was made payable at a

certain date it was understood that it should be renewed if Defendant did not succeed in raising the money before its maturity and on the other hand should Deft so succeed he was to take up said note before its maturity or pay as much on account thereof before its maturity as he might succeed in raising in case he did not succeed in obtaining the whole that accordingly Deft did from time to time before the maturity of said note pay sums on account thereof namely all of which are Credited on the back of said note & the balance whereof this Deft will prove should it become necessary and reducing said balance to about $500 according to Defendants present calculation. Deft denies that there is now due so much as $600 as alleged and he further says that he did not succeed in raising money on mortgage of said property by the day said note matured though the matter was then pending before a building society the Co Defendant and the money promised to Deft as soon as the Society could advance the same, that accordingly said note was not paid at its maturity — that Defendant explains the matter fully to said Schott who became angry and vilified the character of Defendant, violated his agreement and commenced this suit that Deft has since obtained said money from said association on mortgage of said property which Deft refuses to pay now to said Complainant for the following reasons, that at the time of purchasing said property Defendant in examining it proposed to Plaintiff to examine the cellar that Complainant put the Deft off from making said examination on account of the trouble & running about 1/2 Cord of Wood there lying on the top of the cellar door and he then and there said to Defendant that he would guarantee that the cellar was dry that since the purchase of said property to wit as soon as the Defendant went into said cellar after the purchase he found that said cellar has water in it varying according to the wheather from one to three feet deep and greatly reducing the value of said property and constituting a good defence against the recovery of any balance of purchase money to the extent of the amount of such depreciation Defendant therefor denying all the other allegations of the Bills not herein specified and denying the Jurisdiction of this Court and excepting to the sufficiency of the Bill & amend Bill prays that he may be dismissed with his costs & he will ever &c.

E. Duffy for Deft.

Balto City SS: on this 7th July 1860 before the Subscriber a Justice of the Peace for said City personally appear Henry Hummer and makes oath in due form of law that the matters set forth in the foregoing answer are true as stated to the best of his knowledge & belief

Saml. E. Myers