of money in said Bond mentioned from the 16 June A D 1838 the date of said Bond until the first day of the next October after date, to defend respondents said Land from and charge or liability for the payment thereof with the principle of the Laws relating to the regals and liabilities of securities, And respondent further submits that in no event can said recovery of all damages attorney collecting fees and costs be the measure of recovery in this case, Respondent further answering says that the terms of the assignments mentioned and set forth in said Bill of James Clokey to Agnes Hazlett and of Agnes to Complainants Joseph Dick Kirk the terms nothing charge the accounts that before said Bill was exhibited herein against Respondent she had been generally of said assignment but she respectfully submits on the proof of these assignments that even if the second are true and genuine they in no sense to the respective assignees merely the intent of the respective assignees in and to the instrument set up as a Mortgage which at most is but a security being the principle massigned and unbroached by said supposed assignments whether said principle debt existed and evidenced by said Notes in the condition of said instrument remained in the hands of said Clokey as in other Notes or Bonds or assignments into which said Notes may have been merged, Respondent further answering says that her said late husband James Nelson died on or about the 14 day of October A D 1844 leaving as his children and heirs at Law the persons named in said Bill and that Respondent has been duly appointed administratrix of his Estate and that she accepted of said appointment and that said Estate is now in the course of settlement. And Respondent states in reference to said Estate that the settlement thereof is not yet closed and that of the effects of said Estate not yet administered and in the Custody of the Law said claim of Complainant if we have a valid one against the said Estate can be in part off and discharged and Respondent as such administratrix hereby further to Complainant to pay him a pro rata amount upon any legacy and property authenticate claim he may exhibit to Respondent as such administratrix against said Estate Complainant has never yet presented to Respondent as such administratrix any claim against said Estate and the allegation contained in said Bill assuming that complainant ever did present such claim or any claim to Respondent against said Estate is untrue. And Respondent submits further in the premises that in no event can Complainant recover costs in this case by your Honors decree Respondent further answering said Bill states that the land in said instrument described before and at the time of signing said instrument by Respondent was the sole and separate estate in fee of this Respondent held and possessed and enjoyed by her solely and that the same was conveyed to her in fee by Daniel McCaef and Elizabeth his wife by their deed dated the 5 day of February 1834 and which deed is recorded in the office for the recording of deeds in Holmes County aforesaid in Book N No 3 pages 54 and 55 reference to which is hereby had for greater certainty and the same is yet the property and Estate of this Respondent solely and unencumbered excepting for security as the instrument set up by Complainant as a Mortgage is or maybe adjudged to be an encumbrance thereon, Respondent is advised and now insists that her said land cannot be held liable under said instrument for the payment of the claim set forth in

said Bill or for any other claim for the following reasons. First the certificate of the acknowledgement of said instrument is not in legal form does not contain the legal requisites and Respondent claims that her said Land is not at law or in Equity bound thereby. The following is a copy verbatim of said certificate The State of Ohio Holmes County set Be it remembered that on this 1 day of December 1834 personally appeared before me J Hunt one of the Associate Judges in and for said County the within named James Nelson and Martha Nelson who acknowledge the within deed of conveyance to be their voluntary act and deed for the purposes therein contained The said Martha being by me examined seperate and apart from her husband acknowledged she executed the same of her own free will without fear of displeasure of her said husband,

Given under my hand office day the date above written

J Hunt Associate Judge,

Respondent further states that the above certificate is defective in the following particulars 1st It does not set forth that the contents of said instrument were made known to Respondent, 11 It does not certify that Respondent did acknowledge on her seperate examination that she did voluntarily sign each and acknowledge the same 111 It does not certify that Respondent on her said seperate examination acknowledged that she was satisfied therewith" Respondent further answering as to said acknowledgement states that the said J Hunt never did read said deed to Respondent nor did he ever in any manner make known to her the contents thereof nor did he ever examine her seperate and apart from her said husband Respondent further answering states that when she signed said instrument and also when the attempt was made to obtain her acknowledgement thereof she did not understand its legal effects & that now claimed for it by complainant But on the contrary she supposed and believed that at most said instrument was intended only to give and that in such case in law it did only give a lien upon the interest in said lands which respondent said late husband had therein in virtue of his marriage with Respondent and Respondent was informed by her said late husband before and at the time of signing said instrument that such was its effect and nothing more and the same information was also given to Respondent husband as he informed her by J Glasgo Esq then a distinguished attorney at law practising and living in the town of Millersburg in said Holmes County he being the gentleman who wrote said instrument and who also is one of the attesting witnesses thereto. On the faith of this information and of these assurances it was that Respondent signed and acknowledged said instrument so far as the same is acknowledged and had she known or believed that it had any other or further effect or operation she never would have had any thing to do with it. And she further says that any other or further effect Respondent states that she executed the same under a mistake of the Law and in ignorance of her rights and by being misled and deceived by the information given to her by others as aforesaid and she now distinctly sets up and asserts her claim to all the benefit and advantage to which in law and Equity she may be entitled in consequence of such misinformation ignorance and mistake, Respondent further answering states that since