fair valuation agreed upon and took the assignment as a purchaser and proceeded upon record and in reading said Mortgage he was impressed with the idea and belief that which the repayment of the fifteen thousand dollars cash lent was certainly a debt yet the return of the Stocks and Bonds mentioned therein was so obviously a matter of damages that he thought by restricting the said assignment to the debt secured by said Mortgage he sufficiently excluded the idea of purchasing the obligation to return said Stocks and Bonds, in which he had no idea of becoming interested and knew nothing about them - the said assignment was intended to conform to the provisions of the recent act of Assembly on the subject of conveyances and this defendant avers that he had not then nor has he since any doubt or suspicion that said debt secured by said Mortgage was fictitious and that said Mortgage was and is fair and bona fide - and this defendant then and there became the fair and bona fide purchaser of said Mortgage debt for a full and valuable consideration without any knowledge or suspicion of any insufficiency of consideration or fraud in its conception seeing that a trustee must be ordinarily appointed to sell the Mortgaged premises - the said Levi and Hezekiah never divested in this defendant the full legal title to it by the executing the deed of trust mentioned in said bill and thereby conveyed all said property to the Sons and the proceeds applied to the payment as well of the said Mortgage debt to this defendant as of all the other debts of said Levi according to their legal priorities and this defendant insists that said deed was fair and bona fide and beneficial to the complainants and good and valid in law and Equity - even if the said Mortgage may have been without consideration and ought to be sustained, In answer to the amended bill he says he has no knowledge of the deed to Herring therein referred to but has been informed and believes the consideration was the fair existing debt due to said Herring for which the said Hezekiah was in no way responsible - and this defendant cannot expound or imagine why the said Hezekiah under the circumstances should have joined in the execution thereof. He caused the sale of a house in Hagerstown to the Savings Bank and has since conveyed the same.

And this defendant having thus answered all the matters in said bill prays leave to express his knowledgments and appreciation of the courtesy of expression towards him in framing said bill and to be hence dismissed &c And he will ever pray &c

State of Maryland Baltimore City ss. On this 13 day of November in the year 1867 before the subscriber a justice of the peace of the State of Maryland in and for said City personally appeared the above named J. Dixon Roman and made oath in the Holy Evangels of Almighty God that the facts stated in the foregoing answer are true to the best of his knowledge remembrance information and belief.

W. H. Hayward

13 Nov 1867.

Wm Woodville and ac
vs
J. Dixon Roman et al

} In the Circuit Court for Baltimore City as a Court of Equity

The several answer of Hezekiah Easton one of the defendants to the Bill of Complaint of William Woodville & Sons

and others against him and others in the cause above stated & exhibited.

This defendant saving and reserving to answering said bill admits that the firm of Reed Easton & Co was composed of the individuals stated in said bill he also admits the execution of the Mortgage dated May 13th 1856 and also the endorsements of the Notes of said firm to a very large amount between 50 and 60 thousand dollars, and admits the execution of the Mortgage dated Aug 11th 1856 to indemnify and save him harmless from said endorsements, But he has no knowledge save by the said bill whether the said Complainants respectively hold any, or if any what amount of said endorsed Notes and therefore does not admit the allegations of said bill so that he also does not admit the existence of the several firms or Copartnerships who are Complainants in the cause.

And as to the Consideration of the said Mortgage dated May 13 1856 he answers and avers that all the Stocks bonds and securities therein recited were in fact loaned to said firm in the view hope of enabling such firm to maintain its credit and meet its obligations the said firm expecting to be able to use them (as this defendant understood) as collaterals on stock contracts - but as he afterwards learned they were disappointed in this respect - and have since returned all said Stocks and securities to this defendant and he claims no interest or damages in said Mortgage on that behalf. And as to the Cash loaned being the sum of fifteen thousand dollars as stated and secured by said Mortgage he answer and avers that in April or May 1856 he received from his brother Levi Easton the most urgent applications and solicitations, to aid him the said Levi in sustaining the said firm of Reed Easton & Co which he represented as in serious danger, and this defendant said that strong feeling of paternal confidence which had existed always between them immediately borrowed from the Hagerstown Bank and other Banks in that region large sums of money on his own credit and proceeded to Baltimore and paid over to his brother the said Levi Easton the said sum of fifteen thousand dollars in Bank notes he thinks they were chiefly of the Western Maryland Banks with perhaps a portion of Virginia and Pennsylvania being such moneys as he received from said Banks. He does not remember particularly who was present when it was so paid over but thinks Mr William Burgess one of the partners of said firm was present and knew all about it - And he thinks Andrew Burgess and perhaps Alexander Reed Esq when also cognizant of the whole matter - soon afterwards his brother Levi Easton handed to this defendant his duebill for which he said the Clerk reported as the new amount due being for $14,767 $\frac{00}{100}$ dated May 5th 1856 which is here to annexed marked A. Afterwards on the 13th May they came to a new defend settlement and this defendant finding they had charged with the discount on the Country Bank Notes and some other small matters, which he refused to allow the correct amount adding interest was fixed upon and made by paying a small sum fifteen thousand dollars due on that day including interest and the Mortgage was drawn for that sum and he avers and insists that said sum was in fact loaned by him and was fairly and bona fide due to him on that day and he utterly denies all fraud or pretence or collusion with which he is charged in said transaction and utterly denies that said Mortgage for said sum was without Consideration or for