aforesaid were or various amounts and were payable with interest at different dates or periods within twenty four months from the day and year last aforesaid This Respondent further avers that many of said Notes have already matured that some have been paid in full others in part which with the residue non payment whatever has been prayed. That the said firm has issued other Notes in renewal of its notes as maturing and not satisfied so that there are now outstanding notes original and matured to a large amount. But as this Respondent at this time has not the opportunity of examining the Books and papers of the said firm he is unable at this time to answer whether the Complainants severally have the Notes of the firm which are the original Bill immediately and therein asked by them. But if on the further progress of this suit the said Notes shall be produced this Respondent will inspect the same and submit to answer such interrogatories in relation to the same as may be propounded to him.

This Respondent also admits that after the making of the aforesaid genuine promissory Notes and as he believes on or about the 12th day of August in the year aforesaid this respondent did make execute and deliver to the said Hezekiah Easton his brother a deed of Mortgage which he believes and admits is properly described in said bill and thereby conveyed unto the said Hezekiah certain valuable real Estate in the City of Baltimore and in Washington County as an indemnity to said Hezekiah against his endorsements as aforesaid as by the Copy of said deed of Mortgage which the Complainants purpose hereafter to exhibit will more fully appear.

This Respondent also admits that prior to the making of the aforesaid deed of Mortgage and prior to the making of the aforesaid promissory Notes and as he believes and admits on or about the 13 day of May in the year aforesaid he this respondent by deed which he believes and admits is properly described in the said Bill granted unto his said brother Hezekiah Easton all the aforesaid Real Estate by way of Mortgage to secure the payment of the sum of Forty five thousand one hundred and twenty five dollars as by the Copy of said deed of Mortgage which the Complainants purpose to exhibit will more fully appear which said sum of money this Respondent avers in said deed of Mortgage had been lent and advanced by the said Hezekiah Easton to the said firm of Reed Easton & Co And in relation to the stocks and Bonds to the value of Thirty thousand one Hundred and twenty five dollars part of the said sum of money secured by the said Mortgage this Respondent avers that the same were really loaned by the said Hezekiah Easton to the said firm under an impression and hope entertained by said parties that they might have been rendered disposed of to advantage by the said firm, But after the loan and delivery thereof to said firm it was ascertained that they could not be disposed of except at a most sacrifice and they were therefore returned to the said Hezekiah Easton who at his request advanced them only at the instance and for the accommodation of the firm had no efficacy on receiving them back and this part of the Condition of the aforesaid deed of Mortgage was performed and satisfied and the said deed of Mortgage thereafter stood and yet stands as a security for the repayment of the sum of fifteen thousand dollars in money so as aforesaid advanced by the said Hezekiah Easton to the said firm with interest thereon from the date of the said advance.

And this Respondent further states that sometime in or about the month of April in the year aforesaid he informed his brother the said Hezekiah Easton that the said firm of Reed Easton & Co was in great distress and earnestly begged assistance of his said brother In consequence of said appeal his said brother placed in the hands of this respondent for the use of the said firm the Stocks and Monies aforesaid for the sale of said Stocks to respondent for the 5th day of May in the year aforesaid on the 2d day the residue of said Stocks were delivered by respondent and he received from the said brother Notes of Banks of Western Maryland Pennsylvania and Virginia to the amount of seventeen thousand dollars, or as he believes to an amount of five dollars short of said sum, That these notes or some of them so received were at a discount with the City of Baltimore and their value was accepted at the sum of fourteen thousand seven hundred and sixty seven dollars and four cents and on the said day a due Bill was given by this Respondent to his said Brother for said sum. But in a day or two thereafter or it may be on the same day on the remonstrance of his said brother or his Statement that he had borrowed said money for the use of said firm upon which it was thought right and agreed to by this respondent that his said brother should be allowed the par value of said paper and at the same time between the said 5th day of May the date of said Note and the execution of the said Mortgage which was dated and was executed on the 13 day of the same month in his said brother paid him another sum account of money which made his entire payment in money equal to fifteen thousand dollars as of the date of the said Mortgage.

This Respondent avers that his partner William Burgess and he believe Andrew Burgess a clerk of the firm and Alexander Neill Esquire of Washington County were present at the time of the said sum of fifteen thousand dollars or thereabouts was handed to this Respondent by his said brother and he has no doubt said persons will be able to prove that the said money was advanced by his said brother at this Respondent for the use of the said firm and on the expectation that it was to be applied to the use of the firm.

And this Respondent further avers that he proposed to give to his said brother security on his this respondents private Estate for his Brother for any advances and the said Neill was employed to prepare and did accordingly prepare the Mortgage aforesaid.

And this was from the said Neill informed of the transaction acquired as aforesaid that both said Neill recited in said Mortgage that the said advances were made to the said firm.

And this Respondent verily believes and indeed has no doubt that his said brother understood his advances aforesaid were made to the said firm and that they were to be applied directly to the use and in relief of the pressing necessities of said firm.

This Respondent further avers that in all of the said sum of fifteen thousand dollars was applied to the use of said firm. The sum of ten thousand dollars part thereof was paid by this Respondent to his partner Seth Reed to be applied to the use of the partnership and as respondent is informed by the said Reed and believes it was applied to the purposes of said firm and the remaining five thousand dollars was retained either in the hands or under the control of this Respondent and by him was applied to the uses of the firm.

And this respondent in order to explain fully the transaction states that at the