and firm and that the said John Herring and Samuel Herring may
freely and particularly discover the nature of the consideration of the
assignment of any such claim were to them by Easton of the aforesaid
Mortgage of Mody 14th 1856 and whether the same was or was not
made for an in discharge of debt of the said Easton to the said Herring
and the nature and origin of said debt and whether the same if any
has not been otherwise satisfied or secured to them in whole or in part
and that said assignment of a chancery may be deemed to be in-
operative as against your Orators and that the said Camillus Slidder
may in particular discover the nature of the consideration for the Mort-
gage from Reed to the said Ridder of the 10th September 1856 and of the
subsequent assignment of the said to Levi Easton and that the said
Price Ridder and Dawes Reed may discover whether the Mortgage
standing in their respective names have or have not been duly satis-
fied and how, and what was the consideration of each of said Mortgages
and in what manner transaction or transactions the same arose and that
said Mortgaged premises may be sold for the benefit of your Orator and
your Honors decree and that your Orator may have such other and
further relief as their case may require May it please your Honor to
grant unto your Orators the Writ of Subpoena to be directed to the
said Seth Reed Levi Easton William Burgess Augustus M. Price and
Camillus Ridder of Baltimore City and John Herring and James
Herring of Washington County in the State of commanding them each and
all of them to appear to all an order of publication according to the course
and practice of this Honorable Court and the statute in such case made
and provided against the said Dawes Reed a Citizen and resident of the
City of Baltimore in the State of Massachusetts.

Your Orator in ever &c

Walter & Thomas
Thomas W. Hall Solicitors for Complts.

The joint and several answer of Augustus M. Price and Camillus
Ridder defendants to the Bill of Complaint of William Woodrell and
others Complainants &c in the Circuit Court for Balto City These
defendants reserving all and all manner of exceptions to the said
Bill of Complaint for answer nevertheless say that they admit the
execution and delivery to them by the said Seth Reed of the deed of Mortgage
of the 21 June 1852 in the Bill mentioned which Mortgage they aver
was in all respects valid and made in good faith and for a valuable
consideration at the time of the making thereof and that the said Bill
Reed was then justly and bona fide indebted to them in the sum of
seven hundred and forty six dollars for which they had his note
and they aver that after the making of the said Mortgage they from
time to time according to the terms of said Mortgage made further
loans and advances to them and that afterwards and before the
filing of the Bill in this case the said Seth Reed accounted to
and with them of and concerning said Note and advances, and
that upon said accounting to the said Seth Reed was found to be
indebted to them in the sum of Thirty Nine hundred and six dollars
ninety four cents principal and interest and they claim the said

sum under their said Mortgage as a lien upon the property therein described
being the property in this Bill mentioned, And they further answering say that
afterwards to wit on the 10 September 1856 the said Seth Reed became indebted
unto the defendant Camillus Ridder in another and further sum of Twenty
five hundred and eighty one dollars and seventeen cents for the payment of which
last mentioned sum the said Seth Reed did on the said 10 day of September 1856
execute a Promissory Note and deliver to this defendant Camillus Ridder the deed
of Mortgage of this date in the Bill mentioned which they allege were made
fairly and bona fide and they admit that their defendant Camillus Ridder
afterwards to wit on the 29 day of December 1856 assigned unto the said
Levi Easton for a valuable consideration and they admit the execution and
delivery of the said of this date in said Bill mentioned, And these defendants
say that they admit the execution and delivery of the other deeds in the Bill
mentioned but they have no personal knowledge concerning the same except
that derived from the Land Records of the County they believe them to be true
and believe and aver that there is nothing due upon the debt mentioned in the
Mortgage of the 11 day of October 1848 from the said Seth Reed and Dawes
Reed. These defendants further answering say that they have heard
and believe and admit it to be true that the said Seth Reed Levi Easton
and William Burgess were heretofore Copartners in trade and that they
failed in business some time during the summer of the year 1856.
These defendants have no knowledge of any indebtedness by the said firm
or either of the said Copartners to the said Complainants or either of them
and the said Copartners to the said Complainants or either of them and
the said defendants put the Complainants upon the proof of their said claims
if any they have and they deny all and all manner of fraud and combination
in fact that there is any other matter or thing in said Bill charged and
not herein confessed or denied to be true, And they pray to be hence dismissed &c

Augustus M. Price Camillus Ridder

The separate answer of Levi Easton of the City of Baltimore to the Bill of com-
plaint of William Woodrell and others against the Respondent and others
exhibited in the Circuit Court for Baltimore City, This Respondent admits
the existence of a Copartnership between Seth Reed William Burgess and
this Respondent and the suspension and failure of said Copartnership as
stated in said bill, he admits also that the Complainants were at one time
creditors of the firm of the said firm, but he cannot say whether they hold
the same at this time, This Respondent admits the execution by the said
Reed to him of the two deeds of Mortgage which are described in said bill
The consideration for the first of the said Mortgages was the sum of ten thousand
dollars secured of the sum of fifteen thousand dollars advanced by Hezekiah
Easton to this Respondent for the use of said firm the transaction relative to
said Mortgage is more fully explained in an answer filed by this Respondent
to one other Bill of Complaint filed by the present Complainants in this Court
against this Respondent and others which answer this Respondent asks
leave to refer and this Respondent therefore admits that although the said
Mortgage was taken in his name it was taken by him for the benefit
of the said firm. He admits also that the consideration of the second
Mortgage was a debt due by the said Reed to the said firm and therefore