that and he did purpose to this respondent that he this respondent should
acquire the said paper and hold the same till the matters thereof could
conveniently pay it in consideration of which he the said Hezekiah
agreed to give to this Respondent a judgment Bond in Pennsylvania
and did seize to him the Check of J Dixon Roman for $13.000 But
this respondent denies that the said notes were to be acquired by the said
Hezekiah money or any other persons money than his this respondent
and he denies all contract or agreement in any form under or by which
he was to become the agent or copartner of the said Hezekiah in the notes
or under or by which the said Hezekiah was to acquire any interest therein
except by their payment infull to him this respondent and this respondent avers
that the said Check of thirteen thousand dollars was delivered to him by
the said Hezekiah Easton for the purpose stated in said petition but he
alleges that the same was delivered to him as Collateral Security for
the said Notes to be purchased by him as above mentioned which he
denies that he has employed the said thirteen thousand dollars or any part
part thereof to the purchase of said Notes, said check having been spent
by him long since the said notes were acquired by this respondent and
sold in this state but he admits that he is willing and now offers to
credit the proceeds of the said Check as so much received by him from a security
collateral to the said Notes and this Respondent denies that the said notes
have been in any manner paid satisfied or extinguished but on the contrary
this respondents claim that as the said notes were valid and legal
in their inception and never acquired by him as he sets charges they were
for a valuable consideration broached out of his this respondents own
means before the said Notes were due and without notice of any equity
affecting them he is now entitled to a full dividend upon the whole amount
of the principal and interest of the said Notes of the said dividend together
with the sum he have already received from the said Check shall
not more than equal the principal and interest of said Notes and of the
said sums combined shall exceed the principal and interest of the said
Notes then he claims that he is entitled to so much of said dividend as with
the proceeds of said Check shall pay the principal and interest of said Notes
infull and this respondent admits that the said Hezekiah Easton
gave to this respondent the judgment bond and judgment therein as stated
in said petition but he avers and charges that the same was given to
him in execution of the contract between them as herein stated by this
respondent, and not of any supposed contract as stated in said
petition And this Respondent does not think that property the said
Hezekiah in fact owned at the time of said judgment bond and judgment
but he supposed at the time that the said Hezekiah possessed a sufficiency of property to answer the said judgment but this respondent
maintains that whatever may be the value of the said judgment he this
respondent is willing to assign it as your Honor may direct on
his being paid infull the principal and interest of the said Notes
And this respondent further answering the special interrogatories
contained in said petition says that he purchased the said notes
through the agency of brokers and said not therefore know the

whose owners thereof they be paid a valuable consideration for them be marked, and before
they were due and without notice of any equity upon which his title could be impeached
that he purchased the same under the agreement with Hezekiah Easton as he had
herein before stated it, and not under any circumstances inconsistent with this
Respondents said statement of said agreement as to the circumstances stated in
the answer of J Dixon Roman and the deposition of Hezekiah Easton referred to
in said petition that Respondent says that he was not a party to and not acquainted
of many of the things stated therein and cannot therefore speak of them except
to deny the truth of them which he now does insofar as this contradicts with the following
statement of this respondent, and to further that the said answer and deposition
filed this cause long before this respondent became a party to it should not be
made or against this respondent and this Respondent admits that he did
on the day of 1862 receive from J Dixon Roman the sum of $16.975.83
being the principal of said Check and interest thereon to the 24 of March 1862
and that he has applied the same to his own use and he received the same under
no agreement and understanding except the agreement and understanding
before hereinbefore mentioned and he received the sum of the purpose of applying
it to the payment of the amount of the said Notes, and interest and at the time
of receiving the payment of said Check he surrendered the same to the said J
Dixon Roman and he denies that his said brother has lent or advanced or
have caused his bankers Messrs Johnston Bros & Co to lend or advance
any money to purchase the promissory Notes endorsed by the said Hezekiah
Easton and he admits that he did receive the judgment Bond of said
Easton and the judgment therein, and he presumes the copy thereof referred
to in said petition is a true copy thereof and he avers that he has not received
any satisfaction of said judgment except insofar as the money received by him
for the said Check may be so considered. And he prays that the said judgment
was given to secure him in the ultimate payment of the said Notes and the
interest thereon, and not upon any supposed agreement set out in said
petition and he is unable to say what is the amount value and character
of the property of said Easton affected by the lien of said judgment but he
tenders himself willing to relinquish his said lien to the said petitioners of
your Honor should so adjudge it, upon being paid the balance which may be
due to him for the principal and interest of said Notes after crediting
thereon the sum he has received for said Check, And these respondents
further against the rejection of his said claim or any part thereof but on
the contrary insist that the whole should be paid them, and he denies
that the said petitioners have any equity to ask that this respondent shall
bring the money received by him from the said J Dixon Roman into this Court
and he denies that he ought to be compelled to elect whether he will assert
his claim against the said in these proceedings or only an what he has received
as aforesaid together with the security of the judgment aforesaid but on the
contrary he insists that he is entitled to all these securities to obtain a full
satisfaction of the whole principal and interest of said Notes and he prays
to be hence dismissed with his costs &c

Geo H Dobbyn Solr for Respondent

Filed 5th July 1863.

Petitioners Replication July 23d 1864.

Johnson Bros & Co pay to the order of Hezekiah Easton thirteen thousand
dollars.

J Dixon Roman