Hunt in improving the said lots to which end the said Mortgage specifies the improvements or buildings to be erected thereon declaring that they shall be two three story brick houses with two story brick back buildings with the rooms & their dimensions and the other details on the buildings and the Mortgage further specifies that the money shall be advanced as the buildings advanced the last sum to be due when the said houses were finished. And it was further provided that the said Hunt should pay the ground rent reserved by the said Sub lease & should finish the said buildings by the 1st day of April 1856 and in case of any failure in any of the Stipulations of the said Mortgage it should be competent for the said Hamilton to apply to a Court of Equity for a Decree to sell said Mortgaged property. And these Defendants are advised & so respectfully insist that that the said sub lease & Mortgage being both executed on the same day between the same parties and in relation to the same subject matter are to be taken in Law as parts of the same entire Contract and the result of the two instruments taken together was a bargain by which the said Hunt was to improve the property of the said Hamilton with but little doubt that after the improvement was completed they would be handed over to him as his own property. And so it happened, for after the said Hunt had got his houses ready for tenants it was found that they would not bring a rent more than sufficient to pay the ground rent taxes insurance and other annual Charges to which they were subject to say nothing of the Mortgage which never was paid neither interest nor principal neither in part nor in whole Besides the said Hunt owed a large sum to Wm. H. H. Union for lumber for the apparent security of which he executed another and subsequent Mortgage, under which the right & interest of the said Hunt was afterwards sold under a Decree obtained for that purpose, and the property was purchased by Union the Mortgagee for the nominal price of fifty dollars, it being impossible to obtain a rent and for the

same. That the said leasehold was afterwards sold by the said Union to Frederick S. Blitz of Columbia Pennsylvania, to whom a bill for Lumber was due by the said Union. That the said Blitz held the property for a time and endeavored to turn it to some account, but finding at length that both the claims of the said Hamilton against it the property was wholly worthless the Blitz abandoned it entirely and the said Hamilton about the year 1856 as these defendants are informed and verily believe took possession of the said houses which he found vacant and let them to tenants receiving the rents as if his own property and these Defendants are advised & so respectfully insist that the assumption of possession by the said Hamilton with the consent of the said Blitz assignee of the said leasehold operates in Law as an extinguishment of the said Mortgage by the union in the same person of the right to the Mortgage & the title to the property Mortgaged no right or encumbrance existing in any third person which required them to be kept separate. And the Defendant Robert M. Polk answering for himself further shows that he did purchase the said lots at the tax sales by the proper authorities of the City of Baltimore that he paid the purchase money and after the expiration of the time limited by law he received on the 4th day of January 1862 his Deed from the City Comptroler for the same That he went soon after getting his deed as aforesaid to look after his purchase & found two of the tenants of the said Hamilton in possession under leases from him. That he shewed them his Deed and required them to pay the rent to him which they agreed to do that afterwards but during the said month of January the said Hamilton came to see this defendant, when they had a friendly conversation upon the subject of the said lots the result of which conversation was that the said Hamilton was well satisfied with what this defendant had done & it was so distinctly agreed and understood between them that this defendant should pay the ground rent of ninety one dollars -