promise to pay to the order of Luke Tiernan Williamson, Two Thousand Dollars value received with interest.

$2000. Jos. Daiger Jr.

Endorsed L. Williamson.

Williamson vs Daiger &c } In the Circuit Court of Baltimore City (Filed 17th June 1869)

The joint and separate answer of Joseph Daiger Jr. and Catharine V. Daiger his wife, to the Bill of Complaint of Lewis M. Montgomery et al against these respondents and others in the Circuit Court for Baltimore City exhibited. These respondents admit the making of the mortgage mentioned in Complainants Bill of Complaint, bearing date the 21st day of March 1860. but this respondent Catharine does not know for what consideration or for what purpose said mortgage was executed, save from the statement of her husband the said Joseph at the time of the making thereof and that at his request she united in the execution thereof.

And further answering this respondent Joseph denies that (except as to the sum of Five hundred dollars, there was any consideration whatever for the making of said mortgage or that there was any sum or sums of money other than the said sum of Five hundred dollars due and owing from this respondent to the said Williamson at the time of or since or before the making and execution of said mortgage and secured thereby so that there was any consideration whatever other than said sum of Five hundred dollars passing from the said Williamson to this respondent for said mortgage, but on the contrary this respondent avers and charges that the alleged consideration of Two thousand dollars set forth in said mortgage was made up by the sum of Five hundred dollars at that time loaned by said Williamson to this respondent and the assignment of a pretended mortgage from one P. B. Hoffman to said Williamson for the sum of $1400.00 with interest from date of said mortgage amounting in the aggregate at the time of such assignment to this respondent to the sum of Fifteen hundred dollars which said mortgage the said Williamson then stated and falsely represented to be a valid and subsisting mortgage upon property falsely represented by the said Williamson to be of the value of at least twelve thousand dollars upon which said statements and representations by said Williamson who respondent implicitly and confidently relied and trusted in were made by said Williamson with

intent to defraud and cheat your respondent and with full knowledge of the said Williamson that the same were false in every particular.

And this respondent Joseph further avers and charges that at the time of such assignment of said mortgage the same was merged and extinguished in a decree of the Circuit Court for Baltimore County sitting in Equity rendered in a cause therein between the York County Bank as complainant against the said P. B. Hoffman and wife and Luke T. Williamson as defendants on the ninth day of November, 1859. and which said decree was at that time entered to the use of the said Luke T. Williamson and was held and owned by him absolutely, and the mortgage so attempted to be assigned had at that time no legal existence whatever and was not capable of being assigned nor the money or debt thereby secured of being transferred other than by an assignment of the said decree or entering the same to the use of this respondent.

And this respondent further avers and charges that at the time of making said mortgage to the said Williamson and of the assignment from said Williamson to this respondent said Williamson stated and falsely represented that said mortgage so assigned was as above stated a valid and subsisting mortgage and that the property upon which the same was a lien was of the value above stated and that the said mortgage could be realized as cash in ten days - and thereupon this respondent relying upon such representations and that he was as good as cash and only by reason of such representations was induced thereby and did agree to accept of such assignment.

And these respondents admit the conveyance of the land and premises in said Bill of Complaint mentioned and more particularly described in Exhibit B. therewith to the said John Wells, and that said conveyance was made upon the bona fide consideration therein expressed of $1324. And these respondents admit the sale of all that part of the property mortgaged which is situate in Anne Arundel County, but they deny that the same came considerably short of the sum necessary to satisfy the same leaving still due a thousand dollars more or less, and that the whole mortgage debt with interest thereon with the exception aforesaid remains due unpaid and owing, but on the contrary these respondents aver and charge that under the proceedings mentioned in said Bill of Complaint - the Trustee thereby appointed sold that part of the mortgaged property situate as aforesaid in Anne Arundel to a certain Martha C. Safew at and for the sum of $3354.01, a sum more than sufficient the whole of said mortgage debt to pay and satisfy with all