requested to contribute thereto.

13th. He neither admits nor denies the thirteenth clause.

14th. He repeats his answer to the 12th clause.

15th. He denies the proposition of law in the fifteenth clause set forth, so far as he is concerned, and says he is entitled to his just and lawful proportion of the $4,000.00 now in the registry of this Court, which he prays may be ascertained and awarded him.

16th. He denies the sixteenth clause of said bill.

And having fully answered he prays to be hence dismissed with his reasonable costs.

Chas. W. Field,
For P. E. Brenan.

I agree to waive the decree pro confesso in this case as to Peter E. Brenan, and that this answer be filed as of said decree had not been entered up as against said Brenan.

W. H. Dawson,
Sol.

Docket Entries.

May 20th, 1889. Petition and order of Court granting leave to take testimony filed; same day petition and order of Court consolidating case of Peter E. Tome vs William L. Garitee (docket 12, folio 401) with this case, filed.

Plaintiffs Exhibit A.

William L. Garitee and Hannah E. Garitee, his Wife, mortgage to George H. Sargeant — This mortgage made this twenty eighth day of August in the year one thousand eight hundred and seventy six between William L. Garitee

of the City of Baltimore in the State of Maryland, and Hannah E. Garitee, his wife, of the first part, and George H. Sargeant, of the same place, of the second or other part:

Whereas, the said George H. Sargeant hath loaned unto the said William L. Garitee the sum of ten thousand dollars, for which the said William L. Garitee hath passed and delivered unto the said George H. Sargeant a promissory note of even date herewith, drawn by the said William L. Garitee, for the said sum of ten thousand dollars, and payable to the order of the said George H. Sargeant three years after the date thereof, and for the legal interest thereon, payable in the meantime half yearly. the said William L. Garitee hath passed and delivered unto the said George H. Sargeant six promissory notes, dated and drawn as aforesaid, for the sum of three hundred dollars each, payable semi-annually in succession from this time, and in order to secure the payment of the said promissory notes when and as they shall respectively arrive at maturity, this instrument is executed, the execution hereof being a condition precedent to the making of the aforesaid loan.

Now this mortgage witnesseth, that in consideration of the premises, and of the sum of one dollar, the said William L. Garitee and Hannah E. Garitee, his wife, do grant and convey unto the said George H. Sargeant, his heirs and assigns, in fee simple, all that piece or parcel of land situate and lying in Baltimore county, in the State aforesaid, being part of a tract of land called "The Hope," which is contained within the metes and bounds, courses and distances following, that is