

to be excluded, and disregarded from having any lien or preference over the claims aforesaid of this respondent. your respondent therefore calls for full proof of the several items of indebtedness, which go to make the aggregate set forth in said Bill. This respondent further answering states that the several amounts of the Indebtedness of said Beam to this respondent, and which are the same as specified in his said Mortgage are fully set out in an account stated between himself, and said Beam, except the said credit which accrued since the date thereof, and which is herewith filed, marked exhibit C. and to which reference is made, as if here set out at length. and this respondent states at the time of the creation of said Indebtedness, and every part thereof - this respondent was utterly ignorant of the existence of the pretended Mortgage of said Complainants, and of any debts due by said Beam, to said Complainants, and that said claims of this respondent - against Beam - were created & originated in perfect good faith, as to all the world, and this respondent states that Beam always alleges that said Complainants, and others owed him balances, upon dealings, in the way of their trade, and that he Beam was in propitious circumstances, your respondent states that when he called upon Beam to secure him for his debts, and advances, about the last of March 1853. and never before he was informed that said Beam had given the said pretended Mortgage to the Complainants and your respondent insists that he then had equal right to obtain any security for his precise long bona fide claim, and that the said Mortgage of said Complainants, being informal, void, and insufficient this respondent is not chargeable as purchased with notice - But standing in Equal Equity, with the Complainants, and all others, he is entitled to maintain, and insist upon his legal rights, under his Mortgage, and is not in any manner bound by said pretended Mortgage of said Complainants. and this respondent further states - That when first informed by said Beam of the execution of said pretended Mortgage to said Complainants, to wit when himself demanding a Mortgage as aforesaid, said Beam informed this respondent that he owed to Complainants only the sum of Thirteen Hundred & Sixty one dollars, and Thirty one Cents, over and above his note, to said Complainants, for the sum of Eight hundred Dollars, upon the accounts preexisting between them, and which Note he informs this respondent he has since that time paid, and this respondent further insists that even if this Court should hold said Mortgage of Complainants to be valid it can embrace no further, or greater claim than was due at the time this respondent took his own Mortgage, and placed the same on record, & that no advancement, nor indebtedness of said Complainants arising, or accruing subsequent to that date, can be insisted on, or allowed to said Complainants, and this respondent claims to have said Real Estate sold, under the decree of this Court to satisfy his own claim, under said Mortgage, and prays as to said Complainants to be allowed his reasonable Costs, and that the claim of said Complainants be rejected by this Court, as in duty bound will ever pray &c. &c.

Adam Kahler

State of Maryland, Frederick County, to wit: Be it remembered that on this 9<sup>th</sup> day of January 1854, before the subscriber, a Justice of the peace, in and for said County personally appeared Adam Kahler, and made oath that the matters, and things set forth in said answer are true, to the best of his knowledge, & belief.

M. Patzelle.

Exhibit A<sup>o</sup> 1. to said answer is in the words & figures following, viz.

§550. Maryland Stamp 509.

Baltimore Feby. 23. 1853.

Sixty days after date. I promise to pay to the order of  
and cents value received. "Endorsed" Adam Kahler

Six hundred & Fifty dollars.

Jacob Beam.