

aforsaid to Wit, the sum of forty five hundred dollars, a more matter of form. And your petitioner avers that the said sum of forty five hundred dollars has never been paid to her but that the whole of said sum with interest thereon from the 6th day of January A. D. 1856 is still unpaid due and owing to her. And your petitioner avers that the said arrangement of the 6th of January 1857 was made by her in perfect good faith and at the express solicitation and for the exclusive accommodation of the said Peregrine Fitzhugh and as your petitioner is informed and believes with the express knowledge and approbation of the said Jacob M. Kunkel and your petitioner further shows and avers that it was expressly agreed and understood between herself and the said Peregrine Fitzhugh that the said substituted Mortgage of the 6th of January A. D. 1857 was a continuation of the original lien or incumbrance or substitution thereof to the extent of the amount then remaining due as aforesaid to Wit, the sum of forty five hundred dollars - and your petitioner further avers that she is credibly informed and believes that the said Jacob M. Kunkel was at the time fully aware of the nature of the said transaction.

And your petitioner further shows that it appears by the paper marked Exhibit A. B. N^o 1 and filed by the said Jacob M. Kunkel as an exhibit to the petition filed by him in this cause on the 19th day of March A. D. 1857 - that the alleged partnership between him and the said Peregrine Fitzhugh was formed on the 25th day of November A. D. 1853 and was subsequent to the respective dates of the two aforesaid mortgages executed to your petitioner by the said Peregrine Fitzhugh to Wit, the 9th day of October A. D. 1856 and the 11th day of December A. D. 1854 and for the latter of which mortgages the said mortgage of the 6th of January 1857 was substituted or given by way of continuation as aforesaid. Wherefore it appears to your Honor that the said transactions between the said Peregrine and your petitioner were antecedent to and wholly independent of any such alleged partnership and that the rights of your petitioner are in no way connected with or affected by the same. And your petitioner further charges that the said deeds of Mortgage were duly recorded - according to law as matters of public record - nevertheless that the said Jacob M. Kunkel never objected to the said deeds or questioned their validity. As for as this petitioner is advised until after the occurrence of the pecuniary embarrassments of the late firm of Fitzhugh & Kunkel composed of the said Peregrine and Jacob M. and your petitioner is advised and charges that the said Jacob M. Kunkel had not only the constructive notice in law of the existence and nature of the aforesaid mortgages derived from the fact