

surety for her said husband Peregrine Fitzhugh and your Respondent answers and charges that the same being null and void so far as it purports to indemnify said Term Court it could not become operative or legally sufficient by matter ex post facto and he charges that the same cannot be set up for any purpose in this Cause as a Contract of Indemnity to said Term Court.

This Respondent further saith that he has no knowledge of the truth of the allegation in said petition in regard to the notes and charges in action designed to be secured or indemnified in and by said Mortgage instrument of 9 October 1853 and he requires strict proof of all such allegations and if legal damages to the said petitioners in the premises.

This Respondent is not admitting the truth of any allegation in said petition which he has failed to answer but requiring demanding strict proof thereof humbly prays that the order of your Honorable Court heretofore passed in this Cause shall not be rescinded or modified and that the said petition may be dismissed with Costs &c.
R. L. Brent }
vs. M. Palmer } Respondent

Charles E. Isaac }
vs. } No. 2805 Equity in the Circuit
Peregrine Fitzhugh & others } Court for Frederick County as
a Court of Equity.

Answer

By the Hon. Mr. Nelson Judge of the Circuit Court for Frederick County sitting in Equity the answer of Jacob M. Bunker to the petition of Sophia Fitzhugh. This Respondent having all and every exception to the petition of said Sophia Fitzhugh on account of the insufficiency and uncertainties thereof for various parts so much thereof as is material saith that the two mortgage instruments set forth in said petition dated respectively the 6 January 1857 and 14 July 1857 are subsequent in date to the equitable lien so claimed by your respondent on the proceeds of both said real and personal estate belonging to the late firm of Fitzhugh & Bunker. This Respondent replies upon each and every allegation in his petition heretofore on the 19th of March 1859 filed in this Cause and in no wise retracting any part thereof nevertheless saith that he claims an equitable lien as