of the said Copartnership accounts before a distribution of the funds now in Court to the credit of this Cause as it would be for the said Sophia to prove the execution of said Mortgage instruments by the said Peregrine Pittsburgh in order to claim her lien under and by virtue of said supposed Mortgages and he submits that your Honor can neither know the intent and amount of your respondents lien or whether such lien exists at all without first looking upon the state and condition of said Copartnership accounts as they may of said Copartnership accounts as they may appear upon a final settlement therefore your respondent maintains and insists upon the propriety and justice of the order heretofore passed by your Honor in this Cause and which it is the object of said petitioner Sophia Pittsburgh as distinctly avowed to rescind & upset with a view indirectly to frustrate and prevent your Respondent from asserting his equitable and preferred lien on the partnership effects and preferred lien on the partnership effects and effects. Your respondent further answering reserves each and every exception taken by him in his aforesaid petition which said petitioner is to be taken as a part of this answer as if here inserted to the validity effect and operation of said two Mortgages instruments and begs leave that your Honor will consider the same as fully as if the same were herein repeated and relied on in bar to the petition of said Sophia Pittsburgh.

This Respondent denies that he had any knowledge of the purpose and object of said release of the 6 of January 1857 further than that appears on the face of the instrument as published to the world on the records of Tyeden Co. County as especially does your respondent deny that there was any agreement at the time of executing said release that the Mortgage deed of the same date should be taken or considered as a continuation or substitution of the Mortgage deed so unqualifiedly released and annulled by the legal force and effect of the solemn release aforesaid. And in case such alledged agreement should be established as between the said Mortgagor and Mortgagee your respondent insists and maintains that the same is contradictory to and inconsistant with the legal operation and effect of the said deed of release and even if said agreement was shown to be in writing it would be inoperative as against third parties and especially as against your respondent unless the same was duly recorded as otherwise notified at the proper time to your respondent and he charges that no parol evidence of said agreement could be

Petition of S.