

Wolfe, Margaret Wolfe, and Samuel Wolfe, Children and heirs at Law of Abraham Wolfe deceased, and Isaac Pearson, praying among other things for a Sale of Certain premises Mortgaged by Isaac Wright and Mary Wright his wife, to Noah Phillips and which premises subject to said Mortgage were sold and conveyed by said Isaac Wright and Mary Wright his wife, to Abraham Wolfe, and subsequently sold (but not conveyed) by Isaac Wright Agent of said Abraham Wolfe to Isaac E. Pearson subject to said Mortgage debt.

That a decree pro Confesso was taken against the said Charles Wolfe, John Shunt and Rebecca Shunt his wife - That an interlocutory decree was passed against Samuel Wolfe, Elizabeth Sawyer, Isaac Wright, and Mary Wright his wife, Joseph Wolfe, Daniel Wolfe, Ephraim Pepp and Susan Pepp his wife, John W. Wolfe, and Margaret Wolfe defendants, who were summoned, but did not appear to the said Cause - That Isaac E. Pearson the defendant who appeared, filed his answer admitting all the facts charged in the Original Bill, Objecting to the relief prayed for, on the ground that there was no affidavit of the consideration affixed to the said deed of Mortgage Exhibited in the Original Bill as Exhibit No. 5.

Your Complainant charges that by leave of the Court, he filed his Amended Bill of Complaint, charging that the said Isaac E. Pearson at the time he purchased said Mortgaged premises from said Abraham Wolfe or his Agent Isaac Wright, had actual notice of the said Mortgage Executed by said Isaac Wright and Mary Wright his wife to said Noah Phillips, and purchased said Mortgaged premises with full notice of said Mortgage, and of the balance due thereon, and that said Isaac E. Pearson since the purchase by him of the said Mortgaged premises, has paid part thereof to said Noah Phillips, and has admitted in writing signed by him the balance of the Mortgage debt as claimed by your Complainant in his Bill of Complaint - All of which matters will more fully appear, reference being had to the Original and Amended Bills filed in said Cause, and all proceedings thereunder, which your Complainant prays may be taken as part of this his Original Bill.

Your Complainant further states that the said Cause being set down for a hearing and being submitted - Your Honor delivered an opinion but on final decree, dismissing the Bill of Complaint of your Complainant, and that the Court of Appeals of the State of Maryland, upon Appeal being taken from the opinion of your Honor dismissed the Appeal on the ground that your Honor had passed no final decree.

Your Complainant further states, that upon Petition filed your Petitioner Alleging new facts not stated in the Original or amended Bill - Your Honor by order gave leave to your Complainant by order dated on the 5th day of July 1867 to file an amended Bill, as will appear by said petition, Exhibit and order filed in this Cause.

And your Complainant has discovered since the filing of the first Amended Bill - and now charges by way of amendment to his aforesaid Bills of Complaint that Isaac Wright as the agent of said Abraham Wolfe, sold the property described in Exhibits 5 and 6 in the Cause of Isaac E. Pearson, for the sum of Seventeen hundred and fifty dollars, or Eighteen hundred dollars, upon the express agreement that out of the proceeds of said sale, and as part of the purchase money thereof, he the said Isaac E. Pearson should pay to the said Noah Phillips the amount of claim secured, or intended to be secured, by the said Mortgage or supposed Mortgage referred to in said Bill of Complaint, as Exhibit No. 5, and that said Isaac E. Pearson by an instrument of writing signed by him admitted that of the debt so intended to be secured and paid by him out of the purchase money, there was due on the first day of

Subpoena

Answer of De