

Subpoena

Maryland, Sch.

The State of Maryland, To Jacob J. Hovick of Frederick County, Greeting &c.

You are hereby Comanded that all excuses set apart, you personally appear before the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity, to be held at the Court house in Frederick Town and for said County, on the Second Monday of December next to answer the Petition of Thomas Hammond against you in said Court Exhibited, and to forth.

Hereof fail you not, as you will answer the contrary at your peril. Witness the Honorable William P. Maulsby, Chief Judge of our said Court, the 19th day of September 1870 To the Sheriff of Frederick County

Endorsed "Summoned"

Charles Maury Clerk
H. Bartgis, Sheriff

Filed October 18th 1870

Answer of Defendant

Thomas Hammond
vs
Jacob J. Hovick and wife

No. 3540 Equity
In the Circuit Court for Frederick County

To the Honorable the Judges of the Circuit Court for Frederick County sitting as a Court of Equity.

The joint and separate Answer of Jacob J. Hovick and Ann Elizabeth Hovick, his wife, to the Bill of Complaint of Thomas Hammond filed against these Defendants in the above case. These Defendants say for answer, they admit the execution of the papers purporting to be a Mortgage, a true Copy of which is filed in this case as Complainant's Exhibit No. 1. but they deny that said Mortgage was intended by these Defendants to be given to secure the sum of Eight thousand six hundred and Eighteen dollars and Seventy Cents, as alleged in the Complainant's Bill, but that said amount was inserted in said Mortgage fraudulently by the Complainant; that this Defendant Jacob J. Hovick on the 11th day of February 1866, purchased of the Complainant a tract of land, called "part of Hammond's Chance" containing Eighty three acres, more or less, particularly described in a deed from said Complainant to this Defendant Jacob J. Hovick, of said date, a true and certified Copy of which is herewith filed marked Exhibit "A" and which with all other Exhibits herewith filed, these Defendants pray may be taken as part of this their Answer, as fully as if here inserted in words and figures; that this Defendant by the terms of purchase, was to pay the Complainant for said land the sum of Seven thousand three hundred and four dollars, as will appear by said deed; that at the same time of the purchase of said land the Complainant told this Defendant Jacob J. as an inducement for him to purchase said land, that he would give these Defendants four years in which to pay for the same, and these Defendants agreed with the Complainant that they would secure the payment of the said purchase money by Mortgage and the said Complainant proposed to these Defendants that the said purchase money should be made payable in five equal annual installments, to wit on the 1st day of January 1867, 1st January 1868, 1st January 1869, 1st January 1870 and 1st January 1871, and that for convenience the payments should be so reduced and stated in the Mortgage as to include the interest that would be due on the dates named, and the said Complainant assured