

these Defendants that so stating the same, would make no difference to these Defendants and that they would be no way damaged or injured thereby; that these Defendants have very little education, are illiterate and unskilled in figures, and having at the time of said purchase, the utmost confidence in the integrity and good faith of the Complainant, they executed the said Mortgage upon the representation of the Complainant, that it was all right; that the Calculation was correct and these Defendants would not thereby be liable or Compellable to pay any more or greater interest on said purchase money, than simply six per cent, that at the time of the said purchase these Defendants were in possession of the other tract of Land Called "The Grove" described in said Mortgage, containing, twenty two and a quarter acres of Land more or less, which these Defendants had purchased many years previously, and by the hard and laborious industry and the strictest economy of these Defendants, had fully paid for, and improved with comfortable and substantial buildings, and to which these Defendants were strongly attached as their "home" procured by many years of hard and honest toil, but the said Complainant insisted that said last mentioned property should also be included in said Mortgage and promised and assured these Defendants that he would never have their said home sold for the payment of said Mortgage debt, but that in case these Defendants should be unable to pay the whole of said purchase money, and he, the said Complainant, would be compelled to foreclose said Mortgage, he would only sell that portion of the Mortgaged property described as part of "Hammond's Chance", and the purchase money for which the said Mortgage was given to secure, and that in no event should "The Grove" be sold, which was these Defendants home, all of which, the Complainant positively assured these Defendants, whereupon these Defendants, were by said representations induced to give the said Complainant, the said Mortgage upon the whole of said property.

That these Defendants took possession of said property, under said deed and went diligently and industriously to work to raise the said sum of Seven thousand and three hundred and four dollars, the purchase money they agreed to pay for said land; that they have from time to time paid the said Complainant large sums of money on said purchase, amounting in the aggregate in Cash to Dollars, and in addition thereto did furnish to the Complainant, and let him have a large amount of grass and straw raised upon said land in the summer of 1866, and the value of which these Defendants are entitled to have credited upon their indebtedness to said Complainant, but the exact value of which is now unknown to these Defendants, but known to the Complainant. And these Respondents for further answer say, that since the execution of the said Mortgage and since the filing of the Complainant's Bill in this Cause, they have discovered that they have been surprised, deceived and defrauded by the Complainant, and the said Mortgage is for a larger and greater amount than it was intended to be for by these Defendants, or than it was represented to be at the time of its execution by the Complainant, in that, the said Complainant has charged a larger and greater interest than six percent on the said purchase money and has charged an usurious interest thereon, and has further drawn said Mortgage as to make these Defendants liable for Compound interest on said purchase money, instead of simple interest, as said Complainant assured them they should only be liable for; and further for that said Mortgage is for a larger & greater amount than the actual indebtedness of these Defendants to said Complainant.

And these Respondents by way of plea to the said Bill of Complainant, say that not only did the Complainant promise verbally that these Defendants should

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