

2<sup>nd</sup> This Respondent in reply states that he did at the execution of said Mortgage inform the defendants, or one of them, that the said Mortgage was taken to secure the payments of the purchase money for the land so sold and conveyed by this respondent, to Jacob J. Houch, one of the defendants, that the payments were each only for one fifth of the purchase money, with the interest added, the interest on the whole sum, being payable as each note became due and payable - And further states that he did inform the said defendants, or one of them, that if he the said Jacob J. Houch would pay each payment as it became due and interest on the whole balance of purchase money, as was the Contract between the said parties, that it would make no difference in the Computation of interest ~

3<sup>rd</sup> Interrogatory - This Respondent alleges that he contracted to sell the said "park of Hammonds Chance" containing, sixty three Acres of land more or less at and for the sum of Eighty Eight dollars per acre, on or about the first day of January Eighteen hundred and sixty six, the purchase money payable in five annual instalments - from that date, the interest on the debt to be paid annually, that in pursuance of said Contract of sale he had said Mortgage prepared, and the interest on the purchase money calculated from the date of Contract on or about the first of January Eighteen hundred and sixty six, and that he has made no greater charge of interest, than that allowed by law -

4<sup>th</sup> Interrogatory. This Respondent refers to his answer to the second interrogatory as in part, response to this interrogatory and reiterates that he told the said defendants or one of them, that if they paid the several instalments as they severally became due, they would obtain title for the payment of said lands according to the instalments, but never made any promise to said defendants or either of them, beyond the time mentioned in said instalments as they severally became due and payable. ~

5<sup>th</sup> Interrogatory - This respondent in reply to this Interrogatory, says that he did not at the time of the said sale or execution of said Mortgage, or at any time promise and agree with said defendants or either of them, that he would not sell the Home Place in case he had to proceed under his Mortgage, or any words of like effect - Nor did he have any conversation with defendants or either of them, touching the Exemption of the Home place from liability under his Mortgage. ~

6<sup>th</sup> Interrogatory - This Respondent in reply says, that he never did either prior to or subsequent to said sale and Execution of said Mortgage, promise and agree to release the lien on the home place in case he was compelled to foreclose said Mortgage, nor had he any conversation or agreement relative to the release of said Home place from the lien of his Mortgage. ~

7<sup>th</sup> Interrogatory - This Respondent in reply says - That by the Contract between the Defendants and this Respondent the wheat, rye and straw growing on said premises were reserved to this Respondent and did not pass to said Jacob J. Houch, that he has kept no account thereof as it was his own property, and not that of Jacob J. Houch - And this respondent prays hence to be dismissed ~

W. J. Ross  
Solicitor for the Defendants