

except the sum of one hundred and twelve Dollars and ten cents for two years instant up to April 13, 1873. On the 2^d day of May 1873, and the sum of Five Dollars on the 1 day of May 1876, and they deny that said Mortgage was or is fraudulent and they likewise deny that said Magistrate who took the acknowledgment thereof was not a Magistrate, and further answering these Defendants say that at the time and year that the said Mortgage was given to the said Complainant he the said Complainant had full and actual knowledge and information in regard to the existence of said prior Mortgage of the said Pink & Brother and Company, and the said Complainant took said Mortgage to himself knowing that there was a prior Mortgage on said Property held by the said Pink & Brother and Company, and these Defendants deny that said Complainant has or intended to have priority over the said Mortgage to the said Pink & Brother and Company.

And further answering these Defendants say they admit that the said Edward M^o Intire on the 5th of February 1876, executed a third Mortgage upon said Property to (Ray) A. M. Kair to secure the Payment of the sum specified in said Bill of Complaint.

And these Defendants further admit that the said Edward M^o Intire is married to Josephine E. M^o Intire who is now living and who has a Potential right of Reversion in said Real Estate. But these Defendants own that as the said Josephine E. M^o Intire has not joined in the Execution of said Mortgage or either of them her rights in said Property, cannot be affected or passed upon or sold under any Decree that may be passed in this cause.

And these Defendants to be hence dismissed with their reasonable Costs In this behalf most wrongfully sustained

Edw. M^o Intire
Josephine E. Intire

Edward M^o Intire
Josephine E. Intire

Filed Jan 10th 1874

Samuel S. Moritz
vs
Edward M^o Intire
et al

No. 4205 Equity In the Circuit Court of
Medicine County sitting as a Court of Equity
Theorsua of Joseph, Henry S. Jenkins and Rufus Woods
Partners trading under same title, and firm of Pink &
Brother and Company to the Bill of Complaint of Samuel S.
Moritz against them and others in Chancery exhibited

These Defendants admit that Edmund M^o Intire one of the Defendants did on the 27 day of July 1874 execute to the Complainant a Mortgage upon the Property described in Exhibit No. 1, as alleged in said Bill of Complaint and that the debt secured thereby had not been paid although the time limited for the payment thereof had elapsed.

And further answering these Defendants admit that on the 13 day of April 1876, the said Edward M^o Intire executed to these Defendants a Mortgage upon the same Real Estate described in said Exhibit made to secure the payment of the sum of Nine Hundred and seven dollars and fifty cents and that the said Mortgage was executed in Baltimore City before a Justice of the Peace in and said City, and duly acknowledged by the said Edward M^o Intire, and these Defendants admit that there was not and had not been attached to said Mortgage a Certificate of the Clerk of the Superior Court of Baltimore City relative to the official Character of the said Justice of the Peace, and these Defendants deny that said sum of Nine Hundred and seven dollars and fifty cents was not due when said Mortgage was executed and they aver that said sum was then and still is due and that

Ans. of Pink & Brother and Company