

No 4947 Equity

2^d. This respondent further answering says, that in order that the purchasers at said sale might fully know the amount of said prior mortgage and interest, he had the interest computed and stated to the bidders and to all persons concerned at the time of the sale and before the sale was made that said mortgage amounted then to the sum of Eleven hundred and Eight and ²⁴/₁₀₀ dollars, and that the purchaser would buy said property subject to said mortgage which then amounted to \$1108 ²⁴/₁₀₀ and the said Nicholas H. Clemson after the property was knocked down to said Peter Legenbeck for him and as his agent signed the acknowledgment of purchase in writing in which it was expressly stipulated that he bought said property, subject to the claims mentioned in said advertisement.

3^d. This respondent further answering says that before said sale he had a conversation with said Nicholas H. Clemson about the sale of said mortgaged property and after the same was advertised, when he carefully and fully explained to him the terms of said sale, and stated to him that the purchaser would buy subject to the vendor's deed and would also have to pay the said prior mortgage and which he would have to pay over and above the purchase money he would agree to give at said sale, and the said Nicholas H. Clemson fully understood it, and the whole matter was fully explained to said Peter Legenbeck said Clemson's agent, before said sale, and there was no fact that they or either of them did not fully understand in connection with said sale.

4th. This respondent denies that at the time of said sale the said Legenbeck understood that this respondent would release said prior mortgage, without its being first paid by the purchaser, as this respondent had never said anything that would induce him to have any such understanding, and this respondent does not know whether said Legenbeck assured said Clemson that it was "all right" or not, but he does know that he might well have given him such assurance, as it was "all right" and said Clemson will get a good title to said property subject to the said claims, upon complying with the clearly advertised and well understood terms of sale.

5th. This respondent further denies that said Clemson was laboring under any mistake of fact when he made said purchase and signed said acknowledgment, and he also denies that he made any misrepresentation to said Clemson or said Legenbeck or any other person with reference to said sale, and he claims that in all equity and good conscience said sale ought to be ratified and confirmed by this Honorable Court.

Milton G. Dornier

Sole for Respondent

Filed July 3, 1884.

Dennis H. Maynard Mortgage &c

or

Petitioner

No 4947 Equity

In the Circuit Court for

Frederick County in Equity

To the Honorable the Judges of the Circuit Court for Frederick County sitting in Equity
Nicholas H. Clemson, by Frank C. Norwood, his solicitor hereby with draws his objections to the ratification of the Report of Sale filed in this cause

Frank C. Norwood

Solicitor for N. H. Clemson

"Union" Office, Frederick July 5th 1884.

It is hereby certified that the annexed notice was (see ante folio 644) published in the Maryland Union, a newspaper published in Frederick City, Md. once in each of three successive weeks prior to the 5th day of July 1884.

O. C. Harshbarger