and practically desroy the interests of the general creditors of the bankrupt estate in the bankrup proceedings, is to hinder, delay and harass the complainant in the above cause in the prosecution of its rights, and thus subject the complainant and possibly the estate of said bankrupts tounecessary costs and expences in litigation, the result of which cannot, in the nature of things, inure to the benefit of the said bankrupt estate.

3. That your Respondents as Trustees aforesaid are willingand desirous of making any proper defence to any suit or litigation which might in any way injuriously affect the interests of the creditors of the said bankrupt estates, but are not willing to foster litigation merely for the purpose of hindering and delaying the complainant, or any other party, in the prosecution of their proper rights to the detriment of those interested in said bankrupt estate.

For the above reasons, and for others to be made known at the hearing, these Respondents object to th the said Michael F. Seachrist being made a party defendant in this cause.

Emory L. Coblentz
Charles C. Waters

Filed Feby, 27-1908

ANSWER OF TRUSTEES TO BILL OF COMPLAINT.

The Central National Bank, of Frederick, Maryland, a body corporate, Vs. Emory L. Coblentz, Charles C. Waters, and Thaddeus M. Biser, Trustees of Augustus H. Ebert, in Bankruptcy, et al.	No. 8269 Equity, In the Circuit Court for Frederick County, sitting as a Court of Equity.

$ ()()()()()()()()()() $

The joint and several answers of Emory L. Coblentz, Charles C. Waters, and Thaddeus M. Biser, Trustees in Bankruptcy of Augustus H. Ebert, and Emory L. Coblentz, Charles C. Waters, and Thaddeus M. Biser, Trustees in Bankruptcy of Elizabeth Ebert, to the Bill of Complaint filed against them and others in the above entitled cause. These Defendants, answering said Bill of Complaint, answer and state:-

1. That they admit the allegations contained in said Bill as therein set forth, except the allegation contained in the 4th paragraph of said bill, and as to the allegation of the 4th paragraph as contained in said bill, these Defendants admit that there is an indebtness due the Complainant of Nine Thousand Dollars, as set forth in said bill, but as to wether or not this indebtedness is upon notes which are renewals of the original notes recited in said mortgage, these Defendants have no knowledge, and can, therefore, neither admit nor deny the same.

2. These Defendants further answering said bill allege that as to the property known as the Laundry Property, mentioned in said bill, the said Wdward J. Winebrenner Sr. released said property from the effect and operation of the mortgage in said bill mentioned, in consideration of the sum of One Thousand Dollars paid by the said Augustus H. Ebert to said Central National Bank, of Frederick, Maryland; and that said Central National Bank, of Frederick, Maryland, having received the consideration paid for said release, are bound for the same, and that, whether bound or not, the said property having been released by the said Winebrenner, for whose benefit said mortgage was given, said Central National Bank, of Frederick, Maryland, are precluded from attempting to enforce the lien of said mortgage against said property until they have exhausted their remedies against the said Winebrenner.

3. That said Trustees in Bankruptcy have heretofore advertised said Laundry Property to be sold at public sale, by virtue of and in performance of their duties as Trustees in Bankruptcy of the said Augustus H. Ebert, and they allege that, under the circumstances, the Circuit Court for Frederick County, in Equity, is, at this time, without jurisdiction to decree a sale of said Laundry Property,

4. And these Defendants fyther allege that the stock in trade mentioned in said mortgage were sold and disposed of be the said Augustus H. Ebert prior to his adjudication as a bankrupt, and that such of the machinery and equipment, coverdd by said mortgage, in the store property of the firm of