6. That your petitioner has certain valad and boni fide defences,as hereinafter set forth,which he desires to interpose to the claim and suit of the Central National Bank,as well for himself as all the other general oseditorsof the bankrupt estate,whose interests will be vitally affected in the event the said Bank succeeds in obtaining the decree for which it seeks.

7. Thqt your petitioner is perfectly willing for the trustees to set up and plead these defences, provided they will assure him that they will conduct them with zeal,fidelity and force;will be sincere,earnest and aggressive in maintaining them and in doing every other act and thing in a proper and dilligent manner for his protection anf those of his fellow creditors.

8. That you petitioner has not and cannot obtain such assurance from the said trustees;and inasmuch as he is advesed that the atterneys who represented the trustees,aforesaid,likewise are the council for the Bank and Winebrenner the now plaintiffs,he,your petitioner charges that he and his associat creditors will not have the matters,which they desire to bring to the attetion of the Court,properly and rightly presented to the Court and that the trustees will not urge these defences and support them in the same manner and with the same degree of care and perseverance as if their attorneys represented them soley and absolutely and were free from all entangling alliances with the Central National Bank and its co-plaintiff,in this cause;which said alliances your petitioner believes now exist.

9.That these defences aforesaid,are as follows: 1.That your HonorableCourt has no Jurisdiction of t this cause for these reasons:(a) The mortgagee named in the mortgage, is Edward J.Winebrenner Sr., and thereis no allegation in the Bill of Complaint that he has ever refused or been requested to foreclose the said mortgage;that until this is done the Central National Bank has no right to maintain a suit of this kind,and hence this suit is prematurely brought;because the Nank cannot,and there is no necessity fot it to do so,enforse the lien if Winebrenner is willing to foreclose the mortgage.(b)the petition of Edward J.Winebrenner Sr.,filed in this cause shows and proves that he has paid a large portion of this indebtedness,and consequently,the Central National Bank is not entitled to any recognition if its claim is being satisfied;and there is nothing to show that the residue (which your petitioner is informed is small)alleged to be due will not be paid by the said Winebrenner.2.The indebted-ness,which the said mortgage was intended to sevure has been discharged and extinguished for these reasons: (a)the original indebtedness consists of three notes,the respective amounts of which are $5000.00,$4000.00 and $2000.00;and these obligations are dated Feb.24, 1899,and that on these notes the names of Augustus H_Ebert,Elizabeth Ebert and Edward J_Winebrenner Sr.appear as makers;that this indebtedness has been reduced,evidently,to the amount of $9000.00, as stated in Bill of Complaint;that this being true when this indebtednedd was reduced,new notes were given by the said Eberts and Winwbrenner to the bank,therefore,the antecedent indebtedness has been satisfied,according to law of Maryland;(b)that the notes whit it is now sought to have paid, contained in addition to the names of Augustus H.Ebert,Elizabeth Ebert and the said Winebsenner, the name of Harry Ebert;that the bank and Winebrenner demanded that his name be,and appear on these notes,before other--wise Winebrenner would not endorse;that the original notes,which constitute the indebtedness mentioned in the said mortgage,didnot bear his name,and therefore the notes now before the Court are entirely new and distinct obligations there being an essential variance and change;and the mortgage does not therefore cover this indebtedness,now sought to be satisfied;that the demand and acceptance of additional security created under the Laws of Maryland,a novation and an extinguishment of the old debt;that consequently there is now no dbet secured by the mortgage, aforesais,that all of these facts can be proven by contempt testimony;that the said indebtedness had been diminished,by virtue of many payments made thereon by the said Augustus H.Ebert and wife, until it was less than $9000.00,the ammount alleged to be due;and that by subsequent indorsements and obligations between the same parties it was increased to the ammount of $9000.00,the result of which is to change the entire obligation,and supersede the old obligation,so that there is now a new obligation not designated in the mortgage and never intended nor designed to be secured thereby according to its terms and provisions.

9. That your petitioner desires to be made a party to these proceedings unlessthe said Trustees will guarantee to set up the several defences,herein enumerated,upon the assurances heretofore mentioned and to be embodied in their answer.