SUPPLEMENTAL ANSWER OF TRUSTEES TO BILL OF COMPLAINT.

The Central National Bank, of Frederick, and Edward J. Winebrenner Sr. VS. Emory L. Coblentz, et al, Trustees of Augustus H. Ebert, Bankrupt, et al.	No, 8269 EQUITY. In the Circuit Court for Frederick County, sitting as a Court of Equity.

To the Honorable, the Judges of said Court:-

The supplemental answer of Emory L. Coblentz, Charles C. Waters, and Thaddeus M. Biser, Trustees in Bankruptcy of Augustus H. Ebert and Elizabeth Ebert, to the Bill of Complaint filed against them and others in the above entitled cause, respectfully shows unto your Honors:-

That futher answering the said Bill of Complaint these Respondents say; that in obedience to the order of the Court as set forth in the opinion of the Court filed in this cause March 31st, 1908, add to the answer already filed by these Petitioners the foolwing paragraph to be known as paragraph 5, which it is prayed may be taken and considered as a part of the original answer of these respondents as filed in this Court on February 27, 1908, as follows, to-wit:-

5. And futher answering said Bill of Complaint these Respondents say; that the sworn amended petition of Michael F. Seachrist filed in this cause March 23, 1908, and the information therein contained in paragraph 9 thereof, (1) The indebtedness which the said mortgage was intended to secure 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; that these obligations are dated Feb. 24, 1899, and that on these notes the names of Augustus H. Ebert, Elizabeth Ebert and Edward J. Winwbrenner 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 indebtedness was reduced, new notes were given by the said Eberts and Winebrenner to the bank, and therefore, the antecedent indebtedness has been satisfied, according to the Law of Maruyland; (b) that the notes which is now sought to have paid, contained in addition to the names of Augustus H. Ebert, Elizabeth Ebert and the said Winebrenner, the name of Harry Ebert; that the bank and Winebrenner demanded that his name be and appear on these notes, otherwise Winebrenner woukd not endorse; that the original notes which constitute the indebtedness mentioned in said mortgage did not 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 extinguishment of the old debt; that consequently there is now no debt secured by the mortgage aforesaid; that all of these facts can be proven by competent 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 amount alleged to be due; and that by subsequent indorsements and obligations between the same parties it was increased to the amount of $9000.00; the result of which is to changethe entire obligation, and supersede the old obligation, so that thereis new a new obligation not designated in the mortgage and never intended nor designed to be secured thereby, according to its terms and provisions.

And it is prayed that the aforegoing paragraph may be taken and considered as a part of the original answer as filed by these Trustees in this cause on February 27, 1908. Charles C. Waters. Emory L. Coblentz Thaddeus M. Biser.

Trustees.