yet paid the said purchase money it was agreed between the said George Lux and William Rupell that the money so due should be applied by the said Rupell for payment of debts to be satisfied under the said trust and that when the money should be thus applied the said Rupell should execute a deed for the said ground so sold to the said Daniel Lammot and that in consequence of said agreement and a further arrangement which took place between the said Rupel the said Lammot and the said Gough he the said Gough on the twentieth day of July seventeen hundred and eighty seven received the said debt so due from the said Lammot as a present payment to the amount thereof made to him by the said Rupell in part discharge of the said debt which was due to him on the said bonds and for which the said George Lux was answerable to him as heir and devise of said William Lux and on the said twentieth day of July in said year the said Gough credited the said Daniel Bowly and the said George Lux on account of said debt (the said Bowly and George Lux having previously given to said Gough their bonds for the balance remaining due on said original bonds) by the said sum of five hundred and twenty three pounds fifteen shillings and on the same day the said Gough charged the said Daniel Lammot as debtor to him with the same sum of money and to secure the said Gough from any recque by reason of this arrangement the said William Rupell who had the legal title in him by virtue of the said deed of trust on the same day executed to the said Gough a deed conveying to him the said piece or parcel of ground thus sold by the said George Lux to the said Daniel Lammot which appears to have been conveyed to the said Daniel Lammot by the said Gough on the ninth day of May in the year of our Lord one thousand eight hundred and one and not before as will appear by copies of said deeds which these respondents exhibit and are contained in the Procedendo exhibited and pray may be received as part of this their answer. These respondents further jointly and severally answering say that they are informed and believe that the said Rupell afterwards to wit on the second day of april in the year of our lord one thousand seven hundred and eighty nine agreed to sell to the said Gough two acres more of the said tract of land called Chatsworth for the sum of twenty pounds to be applied by said Gough in part discharge of the said balance still remaining due to him and the same day the said Gough gave the credit accordingly. And these respondents further say that they believe this purchase was made by said Gough for the said Daniel Lammot because it appears that the same day the said Gough charged him as his debtor for that same sum on account of said two acres of ground and did afterwards convey it to the said Lammot by the same deed by which he conveyed to him the said part before sold to him. and they further say that the said Gough having neglected to record

in due time the aforesaid deed executed to him by said Rupell the said Rupell died on the twenty seventh day of April in the year of our Lord one thousand seven hundred and eighty nine by his deed duly executed acknowledged and recorded convey unto said Gough both the said parcels of ground to wit the said fourteen acres and one quarter of an acre and the said two acres of ground which said two acres are truly located as they are informed and believe according to the said meets and bounds by which they are described in said deed on said plat beginning at the red figure three opposite the north side of Fayette street and running with red lines numbered with red figures four five four and thence to the figure three the beginning. These defendants jointly and severally further answering say that the said Daniel Bosly had at any time before either of these sales located or established any lines meets or bounds of the said five acres of land so devised by the said will according to which they should be held by him but that no part of said parcel of ground which said George Lux so sold to said Daniel Lammot interferes with or even is contiguous to the said Rope walk except a small portion thereof on the north and not exceeding half an acre but that in fixing the meets and bounds by which it was laid off and sold there seems to have been peculiar attention that it should not interfere in general with any probable location which could be made thereof agreeably to said devise. These Defendant further jointly and severally answering say they do not admit nor do they believe that the said Daniel Bowly was privy to or perfectly acquainted with or in any manner apented to even the first of these sales at least so far as the same interfered with the ropewalk or that he had any knowledge it did thus interfere therewith or with the five acres thus devised nor do they believe that the said Daniel Bowly was privy to or perfectly acquainted with or in any manner apented to the sale of the said two acres or had any knowledge that it in any manner interfered with said devise until after the settlement that is stated to have taken place between him and the said Gough but they are informed by those who were intimate with said Bowly about that time and they believe that he was ignorant of the said two acres having been sold by said Rupell when made or that it interfered with the said devise and that when he discovered it he uniformly expressed the utmost surprise and indignation at the conduct of said Rupell in so doing and as to the allegation that the said Daniel Bowly was in fact and reality a party in those transactions they believe it utterly destitute of foundation for they say that they believe he considered himself no more than nominally concerned or interested in them for tho' he was answerable to the said Gough as far as he was a party to the said debt yet as the estate of the said William Lux was indebted to him to a large amount much more than his proportion of or even the whole debt due to said Gough for the payment of which the said George Lux was answerable as heir and devisee of his said father and as the property held by him under his said father which held by himself and afterwards then conveyed in trust to the said Rupell was greatly more than sufficient to discharge all the said William Lux's debts they apprehend that the said Daniel Bowly could not contemplate suffering any inconvenience to himself and as he was engaged in other concerns of his own