which engrossed all his care time and attention he was less likely to trouble himself with those in which he could not suppose himself particularly interested and the less so as at that time during those transactions they believe he had no doubt of the honesty and uprightness of either the said George Lux or the said William Rupell both of whom were his near relations and avowed friends and whose disposition to discharge him from any responsibility on account of the said debts due to Gough he could have no reason to question and so far was that from being the case that as these respondents are informed and believe it was the original intention of the said George Lux to have conveyed the said property to the said Daniel Bowly as his trustee who declined it because his other business and occupations would not give him sufficient leisure and recommended it to him to make the deed to the said Rupell. These respondents further jointly and severally answering say that the said Daniel Bowly did at length lose that confidence in the said William Rupell partly probably on account of his having under pretext of the said deed thus acted to the prejudice of him the said Daniel Bowly and partly in consequence of his having in many instances wantonly sold the property which had thus been conveyed to him in trust below its value and applied the money to his own use and therefore the said Bowly instituted or caused proceedings to be instituted against the said Rupell to vacate the said trust to prevent further misconduct. Whereupon, by a deed in which the said George Lux joined with him he the said Rupell on the seventh day of May in the year of our Lord one thousand seven hundred and ninety six conveyed to the said Daniel Bowly all the said property contained in the former deed of trust which remained undisposed of by him upon the trusts mentioned said deed thus executed to the said Daniel Bowly and they exhibit a copy of said deed and pray the same may be received as a part of this their answer. after which the said Daniel Bowly having thus become seized of that property out of the proceeds of which the remaining balance of those debts due as aforesaid to the said Gough was to be paid he gave his own bond for the same trust on or about the sixth day of June in the year of our Lord one thousand seven hundred and ninety nine. These respondents further jointly and severally answering say that all those credits which had been given by the said Gough on the said account against the said Daniel Bowly and George Lux had been given by direction of the said Rupell in consequence of transactions which had passed between the said Rupell and Gough in which it does not appear nor do they admit or believe the said Daniel Bowly had any participation that the said balance as stated was simply the sum that appears to remain due after adding up the debts and credits and therefore supposing the said Daniel

Bowly did sign the said balance together with said Gough which they do not know or admit and which they think immaterial it amounted to nothing more than an admission on his part that the difference between the debits and credits as so stated and entered in said account was equal to that sum as it actually was. It is not suggested that the debits are erroneous and it could not have been his duty to have objected to the credits which had been entered under the direction of the parties to the transaction but from this fact no inference can be drawn that the said Daniel Bowly knew that the pieces or parcels of land for the price of which some of the credits had been given were situate in such a manner as to interfere with said devise even if he took notice that the said credits were on account of land sold for he well knew that the said George Lux had conveyed in trust to said Rupell a much greater quantity of land which did not interfere with said devise than was necessary for payment of all the debts for which he was answerable instead of the trifling sum for which credits were given in that account and he could not suspect that said Rupell in selling those lands had violated his duty by selling lands which he had no right to dispose of. and these respondents deny that it was on any settlement or adjustment between the said Bowly and Gough the credit was given for the said sum of five hundred and twenty three pounds fifteen shillings the price of the said fourteen acres and a quarter of an acre of land as suggested by said bill of complaint. They admit that the money arising from the said sales was applied by the said Rupell and Gough to the extinguishment of so much of the debt as was due from said Lux and Bowly but say it was due for a debt for which tho' the said Bowly was nominally answerable to said Gough yet the said George Lux was under obligations to said Bowly to pay wholly to the said Gough and was able to pay it. and they utterly deny that the said Bowly received great or important advantages thereby because they say that as there was abundant property belonging to said George Lux and conveyed in trust to said Rupell to have paid the same amount which was liable for the said debt and which the said Bowly might have compelled to be applied thereto it could not therefore be a valuable or important advantage to the said Bowly that his own property should have been illegally and needlessly sold and that greatly under its value and applied for payment of a debt which ought in justice equity and conscience to have been wholly paid by the said George Lux or by the said Rupell out of the proceeds of the property which had belonged to the said George and which he had conveyed in trust to said Rupell among other things for the payment of that very debt. as to the allegation here again repeated by the complainants that the said Bowly had the most intimate and exact knowledge of all the circumstances these respondents have only to repeat that they do not admit or believe it to be true nor do these respondents know or believe that the said Daniel Bowly furnished instructions under his own hand or in any other manner to the surveyor or to any other person directing the said land to be laid out in the manner it was sold or interfering with