certain James Hopkins the Brother of this respondent did execute and deliver to the said United States Insurance Company the promissory note for twenty five hundred dollars and the deed of mortgage mentioned in Complainants Bill of Com- plaint as Exhibit No. 1 of Complainants to secure the payment of the said promis- sory note but your respondent has also been informed and verily believes that no consideration was passed therefor from the said United States Insurance Company to the said James Hopkins and your respondent denies that the said James Hopkins is indebted to the said United States Insurance Company in the amount of the said promissory note or in any amount your respondent fur- ther states that he has derived all his knowledge in relation to the said trans- action from information and that he has been informed and verily believes that the said James Hopkins being in want of money did apply for a loan of money to the President of the United States Insurance Company and that the President and Directors of the said United States Insurance Company did agree to procure a loan to the amount of twenty five hundred dollars for the said James Hopkins for a period of time not less than two years upon the following terms and in the following manner - That the said James Hopkins was to pass to the said United States Insurance Company his promissory note and mortgage for the sum of twenty five hundred dollars and that the said United States Insurance Company was to issue a certain Instrument of writing called a Policy of Insurance by which that Company was to agree to pay to bearer the sum of twenty five hundred dollars that the said United States Insurance Company was to procure a discount of the said Policy of Insurance by the Mary- land Savings Institution a Company Incorporated by the Legislature of Mary- land and that the said James Hopkins was to pay the expense of carrying into effect the said arrangement and was to pay the said United States In- surance Company a premium for issuing the said Policy of Insurance and to pay the amount charged as the discount of the said Policy of Insurance by the said Maryland Savings Institution - This respondent further states that he has been informed and verily believes that in pursuance of the said agreement the said James Hopkins did execute and deliver unto the said United —— Insurance Company the promissory note and deed of Mort- gage mentioned in Complainants Exhibit No. 1 and the said United States Insurance Company did issue its Policy of Insurance - And the said Maryland Savings Institution did discount the same and pay over the amount thereof less the said discount to the said James Hopkins and that the said James Hopkins did pay the expenses of the said arrangement and did pay the premium agreed to be paid to the said United States Insurance Com- pany and that this respondent does not know the amount of the said premium but this respondent has been informed and verily believes and therefore charges as true that the said James Hopkins did pay for the loan of money procured in manner and form aforesaid by the said United States Insu- rance Company more than at the rate of six per centum per year - This respondent further states that he has been informed and verily believes that the said Policy of Insurance was renewed at least once and that at the renewal thereof the said James Hopkins paid another premium to the said United States Insurance Company and also another sum by the way of discount to the said Maryland Savings Institution and that the said Policy of Insurance at the time of discounting the renewal thereof was endorsed and the payment thereof guaranteed by the said

James Hopkins to the said Maryland Savings Institution and that at the re- newal of the said Policy of Insurance and the discount of the said renewal the said James Hopkins did pay for the use and loan of the said money at a rate exceeding the rate of six per cent per year and that the said United States Insur- ance Company failed to extend the said loan to the time originally granted upon and was unable to procure another renewal of the said Policy of Insurance as had been agreed upon this respondent further states that he has been informed and verily believes that the said Maryland Savings Institution at the time when the said Bill of Complaint in this cause was filed and ever since held and still holds the said renewed Policy of Insurance for twenty five hundred dollars indorsed and guaranteed as aforesaid by the said James Hopkins and that the said United States Insurance Company and the said Harwood Fernandis and Howell have not paid any part thereof and have not paid any thing on account of the said James Hopkins and are not creditors of the said James Hopkins for any amount of money - This respon- dent avers that the said United States Insurance Company has not paid value for the said promissory note and deed of mortgage and holds the same without consideration - This respondent further avers that the said transaction between the said United States Insurance Company and the said James Hopkins is usurious null and void and that no recovery can lawfully be had on the said promissory note and deed of mortgage but that the same are usurious null and void - This respon- dent further states that he has been advised that the said United States Insurance Company was not authorised by its charter to make the transaction herein before mentioned and that the same and the said promissory note and deed of Mortgage are null and void and that the said United States Insurance Company had no power under its charter to issue the said Policies of Insurance herein before mentioned or either of them - This respondent admits that he did purchase from the said James Hopkins the Lot of ground and property described in Complainants Ex- hibit No. 1, and admits the deed of assignment marked Complainants Ex- hibit No. 2 and admits that the said Howell Fernandis and Harwood were appointed Receivers of the said United States Insurance Company as stated in the said Bill of Complaint and this Respondent prays that he may be hence dismissed with costs to be allowed to him &c.

Geo. M. Gill, Sol.r for Respondent -

State of New York City of New York ss. - Be it remembered that on this twenty first day of June in the year one thousand eight hun- dred and forty one personally appeared before the subscriber a Notary Public duly commissioned and sworn residing in the City of New York Gerard Hopkins a resident of the City of New York and made oath on the Holy Evangely of Almight God that the matters facts and things in the aforegoing answer stated as of his own knowledge are just and true and that the matters facts and things therein stated from information he believes to be just and true as they stand stated - In Testimony whereof I have hereunto put my hand and affixed my seal of office on the day and year first hereinbefore written

(Seal Place) Lewis M Rutherford Notary Public No. 81 Nassau Street New York.

Which being read and heard the Court passed the following order to wit: United States Insurance Company John B. Howell Walter Fernandis and