and had it discounted at the Marine Bank contrary to the direction and intention of this defendant as hereinbefore stated but this defendant did not then except to said proceeding because of the confidence he reposed in the complainant as his friend and adviser after the complainant returned from New York this defendant was convinced that he has no friendly feeling for this defendant but acted for his complainants own profit and advantage the complainant demanding with threats a promissory note from this defendant payable at a short date for the sum of twenty seven thousand dollars ($27,000) being the whole amount complainant claimed to have loaned and endorsed for said Simpson without exhibiting any account to this defendant and asserting that Simpson was worth nothing and this defendant must pay all, contrary to the statement made in said letter herein before referred to and exhibited. This defendant believing the complainant to be disregardful of his trust & engagements applied to John V. L. McMahon Esq for counsel and advice who engaged in his cause willingly but afterwards neglected it, and who advised and approved of arbitrating the matter and have a deed drawn giving a large amount of property belonging to defendants to secure the complainant for any claim or claims he might have on this defendant and this defendant says he executed said deed by the advice of his counsel. A provision was made in said deed for an arbitration and Reverdy Johnson & James W. McCulloh Esquires named as arbitrators the latter person being chosen by defendants said counsel contrary to the opinion and wishes of this Defendant he yielding however to the better judgment as he then thought of said counsel, when the arbitrators met on the case this defendant offered in evidence by the said Simpson who was sworn before the arbitrators as a witness for complainant that he said Simpson borrowed from the complainant certain sums of money for the loan of which complt charged seven hundred and fifty dollars ($750) premium of which two hundred and fifty dollars ($250) in cash was paid at the time and the balance of said premium five hundred dollars ($500) together with the interest which was calculated at the time were added to the money lent and made fifteen thousand dollars ($15000) for which he Simpson gave his notes to complt which said notes complt now holds. This sum of fifteen thousand dollars ($15.000) so lent to the said Simpson was claimed of this defendant by the complt. before the said arbitrators and by them allowed in their award and this defendant avers that the facts were as so stated by the said Simpson and he prays your honors to open review examine and set aside the award so given.

This defendant admits that he sold and conveyed to his sisters a property for seven hundred forty two dollars and twenty seven cents and a property for five hundred dollars and conveyed to his brother property for six thousand dollars as stated and described in the complainants bill. And this defendant says that all the consideration was at the time paid by his said sisters and brother to this defendant or by them assumed to be paid and was paid to his creditors and the whole was to be applied to the payment of this defendants own debts and his liabilities, for brothers and one thousand dollars was paid on the said note of ten thousand dollars hereinbefore referred to. This defendant avers that no conditions were entered into made or understood then before or

since either written or verbal except those mentioned in said deeds and the privilege reserved to this defendant of buying back said property so sold & conveyed by him to his said brother at the same price for which it was so sold. This said property was subject to a mortgage of five thousand dollars and which this defendant believes has since been paid off, but denies that it was paid in whole or in part by this defendant or with his means. And this defendant further says that all of said property was fairly and bona fide sold as aforesaid for a full price and which has been paid as aforesaid and this defendant has no interest in said property whatever and that so far from his relations getting property from him without value this defendants sister has now a claim against him for more than two thousand dollars.

And this defendant avers that he has no money in the hands of his brother or sisters or of any other person to accumulate & none to use or be used for such a purpose or any other purpose either directly or indirectly, that he has no interest benefit or control in any property except that which he has purchased in the South and West in the State of Louisiana and the Territory of Iowa and Illinois.

And this defendant avers that about the time the said frauds are alleged by the complainant to have been committed this defendant gave the complainant a lien on this defendants 1/5 one fifth interest and property in the firm or commercial house of A. G. Cole & Co in the City of Baltimore which said interest and property were estimated to be worth twenty five thousand dollars said estimate being based upon the facts that one of the said firm or house had sold to the firm his interest therein being 1/15 one fifteenth for seven thousand dollars with the approbation of complainant and another of said firm had declared that he would not take less than nine thousand dollars for his 1/15 one fifteenth interest in said firm. This Defendant further says that a claim on Anthony L. Cook for about the sum of sixteen hundred dollars was also included in the said lien so given the complainant and which this defendant avers was just and available and this defendant so far from selling said property to his said brother and sisters with a view to defraud complainant fully believed that he had given complt. a lien in trust on property that would more than pay him and in addition to which the complt. took charge of all said Simpsons means a statement whereof was sent to this defendant as hereinbefore stated showing a balance of twelve thousand three hundred and eighty two dollars ninety four cents after paying complt and all other claims and this defendant further says that he expected a balance would be due him from the complainant after he had completed his said trust and this defendant insists that upon a fair settlement the complt owes him a large sum of money.

This Defendant further says that after the award was given as before mentioned for so large a sum of money in favor of complainants this defendant made proposals for a settlement which is herewith filed as a part of this his answer the result of which proved to this defendant that it was not in his power to satisfy the complainant. After this, this defendant further says that he resolved to go to the South to