complainant and filed in this Honorable Court.

They likewise admit the execution and delivery by the said William C. Spindler to the said James Phillips Senr on the Eighteenth day of April Eighteen hundred and thirty four of a Bill of sale for the property therein described and for the consideration therein stated to which for greater certainty these respondents refer. These Respondents deny that said deed of conveyance and Bill of sale or either of them was made to hinder delay or defraud the creditors of the said William C. Spindler or either or any of them or that the same were or that either of them was feigned covinous or fraudulent, or that said deed and bill of sale or either of them were or was made by the said William C. Spindler in contemplation of his being or becoming an Insolvent debtor. on the contrary these respondents aver and insist that the true consideration both of the deed and the bill of sale are set out on the face of those instruments respectively that they were both made bona fide and without a design or purpose to defraud any body. That when made the said William C. Spindler was in a large and prosperous business, and was worth and possessed of property of more than four times the amount of his debts over and above all the property contained in said deed and bill of sale. That said deed was executed with a view to secure a provision for his family in the event of adversity in business at a time when it was not only justifiable but prudent and laudable so to provide without the pressure of existing necessity or the reasonable fear that his circumstances could become embarrassed and reduced. These Respondents deny that on the thirteenth day of January Eighteen hundred and thirty five William C. Spindler assigned and transferred to Hugh Birkhead of the City of Baltimore a Judgment held by said Spindler as assignee of Levi Garrett against Jonathan Maxwell and they deny that any assignment was made for any consideration and they aver that said Birkhead will prove the whole transaction to have been bona fide and without fraud.—

These Respondents further answering say that the General Insurance Company instituted the suit and recovered the Judgment against the said William C. Spindler in Baltimore County Court without any collusion or contrivance between said Company and said Spindler and afterwards levied on and sold the property mentioned in the aforegoing deed of trust without his consent or concurrence. They deny that there was any arrangement or collusion between the said Spindler and said Insurance Company or said Spindler or James Phillips Senior, or said Phillips and said Insurance Company in regard either to said judgment levy or sale, That the purchase of the property was made by said Phillips at Public auction and a deed therefor obtained in the usual mode. They deny that the said Spindler was advised that the deed of trust before mentioned was invalid and that the proceeding by the General Insurance Company was instigated by him covinously to hinder or delay or defraud his creditors or indeed instigated by him at all for any purpose as is falsely alleged in said Bill of Complaint. They further deny that said Spindler made the arrangement with the General Insurance Company set out on the face of the Complainants Bill or that any one for him made said arrangement.

They admit the sale of said property by the Sheriff and the purchase thereof by James Phillips Senior and the conveyance

thereof by the Sheriff all of which they aver to have been regularly and bonafide done both in regard to the property in the County of Baltimore and in the City.

These Respondents further answering admit that since the said sale the said James Phillips has not disturbed his daughter in the possession of said house in Town but has permitted her to occupy it and also to enjoy the proceeds of the property in the County. These Respondents further answering say that in the course of the summer and autumn of the year 1834 and after the date of the said deed of trust the said Spindler in common with thousands of others in the community met with great and heavy losses in consequence of the failure of the Banks.— Insurance Companies and other institutions in the City of Baltimore whereby he lost by the Susquehanna Bridge and Banking Company Seventeen Thousand Dollars by the United States Insurance Company a very heavy sum, by the Maryland Savings Institution a large amount and by various individuals heavy and distressing amounts they having been overwhelmed by the unforeseen and unexampled events of that year. That said Spindler held of said Bridge and Banking Company's paper at the time of its failure about Twenty Eight Thousand Dollars for which he had paid dollar for dollar all of which he was obliged to dispose of at the loss before stated. That these calamities were not anticipated by him when he executed said deeds hereinbefore referred to and that their effect was to compel him to apply for and obtain the benefit of the Insolvent Laws of Maryland which he did apply for on the 8th day of February 1837 the proceedings when up to the date of his final discharge these respondents are ready to produce whenever thereto required by this Honorable Court.

These Respondents admit that the Complainant was appointed permanent Trustee of said Spindler but of his proceedings under said appointment they have no knowledge or information.

They likewise admit that at the time of the execution of the deed of trust hereinbefore referred to these respondents had one child called Eleanor E. Spindler then and now an infant under the age of twenty one years.

This Respondent Berthia Spindler has no personal knowledge of many of the facts stated in the Complainants Bill but she insists that the deed of trust executed for her benefit was a valid and good deed and she prays that her interest and those of her infant daughter may be protected under it. — To the special Interrogatories propounded to him by said Bill the said William C. Spindler answers and says. 1st. That the said James Phillips Senior did pay to him the said Spindler the whole sum of Thirty Five Hundred Dollars mentioned as the consideration for the bill of sale referred to, that it is not possible for him now to state precisely the date or dates of said payments that the money was paid to him personally that it has never been repaid or agreed to be repaid and that the furniture conveyed by said Bill of sale has been left in the possession of his daughter by the said Phillips.

2nd. That he never did assign to Birkhead the Judgment referred to by complainants bill nor to Phillips or any body else the said Spindler having himself received the money thereon long before his application for the benefit of the Insolvent Laws. And these Respondents further answering insist upon the lapse of time and the Statute of limitations as a bar to the Complainants Bill