For the purchase of the house and lot in the City of Baltimore this respondent paid to Henry Anderson Esq: then Sheriff of Baltimore County three thousand Eight hundred dollars in cash that said payment was made by this respondent in person and not by an agent that said sum of money never has been returned to this Respondent nor has any part of it been so returned, and there never was, nor is there now, nor has there at any time been any agreement by any one to repay said money to this respondent.

That said payment was made to said Anderson by this respondent on the 22d of January 1835 for which this respondent took a receipt which he will be ready to produce whenever thereto required by this Honorable Court. That the farm property in the County mentioned in the Complainants Bill was levied upon and offered for sale by the Sheriff of Baltimore County during the absence of this respondent from the United States. That the same was purchased for this respondent by P. P. Speed his counsel or J. W. Richardson his agent and the purchase money duly paid by said agent on or about the day of said sale out of the funds and money of this Respondent. That said purchase was made by his said agent with a view to perfect the title of this Respondent to said farm and received the hearty sanction of this Respondent. That the purchase money therefor paid by this Respondent as above stated has never been returned to him, nor has there existed at any time any agreement or engagement by any person to restrain the same to this respondent or any way to repay him the same. In regard to the matter alleged in the second of the Complainants exceptions this respondent further answering says. That this Respondent was absent from the Country on a voyage to Brazil and Buenos Ayres from a day prior to the 27th day of March 1834 to the 15th day of January Eighteen hundred and thirty five, and in regard to the matter alleged in the third of the Complainants said exception this Respondent further answering says. That the consideration mentioned in the Bill of sale dated on the Eighteenth day of April Eighteen hundred and thirty four was duly and fully paid by said Respondent to said Spindler by advances from time to time made and by a claim for board from said Spindler and his family furnished by this Respondent. That said advances and board were supplied to said Spindler by this respondent personally prior to the execution of said Bill of sale and that the same has never been repaid to this Respondent by said Spindler or by any body else and that no agreement has at any time existed on the part of said Spindler or any body else to repay the same to this respondent. That said Spindler has not only not repaid said several sums of money but was, in addition, at the time of his death and long before largely indebted to this respondent.

J. Nelson & Solrs for
J. J. Speed & Defendant.

James Phillips Esqr

State of Maryland. Baltimore City, sct. On this 8th day of March 1847 personally appears James Phillips Senr Respondent above named before the Subscriber a Justice of the Peace of said State in and for said City and makes oath that the several matters and things in the foregoing answer contained, are true as therein stated.

Sworn Before.
Hugh P. Shutt.

And afterwards at September Term 1847 came the parties aforesaid by their Solicitors aforesaid and filed in the said cause the following admission.

Atkinson vs. Spindler et al — In Chancery. It is admitted that William C. Spindler one of the defendants died on the days of 1846 intestate and that no administration has been taken out upon his Estate and it is agreed that suggestion thereof be made in the usual form upon the record.

Dobbin & Talbott Solrs for Plff
J. Nelson Atty for defendant
J. J. Speed for Defendants

September 24th 1847.

And afterwards at the same Term came the Complainant aforesaid by his Solicitors aforesaid and caused to be entered on the docket of the Court a General replication to the answers of the Defendants filed in the said cause. And at the same time the parties aforesaid by their Solicitors aforesaid filed an agreement in the said cause in the words following to wit:

Atkinson vs. Spindler & others. — In Chancery. It is agreed that a commission to take testimony shall issue in this case to John Hanan Esquire.

Dobbin & Talbott for Plff
P. P. Speed for Defendants.
J. Nelson. Atty for Defts.

September 25th 1847.

And thereupon a commission was accordingly issued in pursuance of the said agreement to John Hanan of the City of Baltimore to take testimony in the said cause. And the said cause thus standing was continued from term to term until December Term 1849, at which term came the Complainant aforesaid by his Solicitors aforesaid and filed in the said cause his petition in the words following to wit:

To the Honorable, the Chancellor of Maryland.

The Petition of Joshua S. Atkinson permanent Trustee of William C. Spindler respectfully represents, That your Petitioner heretofore filed a bill in this Court against James Phillips Senr, William C. Spindler and Berthia Spindler his wife and Eleanor E. Spindler daughter of said William C and Berthia Spindler charging that the said William C. Spindler in fraud hindrance and delay of the rights of his creditors, had conveyed his property to the said James Phillips Senior in trust for the use and benefit of his said wife and daughter and praying that said conveyances might be set aside and for other relief to which bill the said defendants answered and other proceedings were had as by the same proceedings now in this Court will appear. And your Petitioner further states that since the said bill and answers were filed the said William C. Spindler has departed this life intestate and leaving the said Eleanor his only heir at Law and no administration has been taken out upon his Estate and that the defendant Eleanor E. Spindler has intermarried with Isaac Evans Junior of the City of Baltimore and that James Phillips Senior, has also departed this life having made a will which has been duly proved and recorded whereby he has devised a part of the property in said original bill mentioned to Hugh Birckhead and John W. Richardson of the City of Baltimore in trust for certain purposes mentioned in his said will, and by his said will the said Hugh Birckhead and John W. Richardson were also appointed by the said James Phillips his Executors but the said Hugh Birckhead