reason for believing that any such declarations were made by her to any other person or persons. And this defendant is advised and insists that he has no interest in instituting any such inquiry since her declarations made either prior or subsequent to the execution of said deeds if any such were made cannot prejudice the title, which he has acquired as aforesaid bona fide and for a fair and valuable consideration. He denies that he has repeatedly or at any times or time since he acquired title as aforesaid admitted that the aforesaid property did not belong to him, but that he held the title nominally to protect it from the creditors of the said Elizabeth Osborne. He further denies that he ever executed before William Ashaeffer or any other person an instrument of writing by which he acknowledged that he had no legal or just title to or that he held all of said property last referred to or any part thereof for the benefit of the said Elizabeth Osborne and to protect it from her creditors, or that he had only a lien therein for a sum less than is mentioned in said deeds or any of them on the contrary he has at all times insisted and yet insists on the validity of his own absolute and unqualified title acquired as aforesaid. At the same time he admits that at or about the time of executing the deed last aforesaid he did verbally promise the said Elizabeth Osborne that he would resell the property therein described to her at any time thereafter if she should become able and willing to repay him the monies he had advanced and paid therefor as aforesaid. And this Defendant also admits that at or about the execution of the deed last aforesaid it was agreed by and between the said Elizabeth Osborne and himself that she should retain possession of all the property included in the deeds of which the Exhibits 2 and 3 are copies until she should make all her arrangements for her projected change of residence, she was to hold the same as tenant to this defendant at a certain money rent, she was likewise to pay off all arrears of taxes and continue to pay all taxes ground rents and premiums of insurance which should become payable during her tenancy as aforesaid. The arrears of taxes were properly payable by her out of the purchase money agreed to be paid her by this defendant for the release of her equity of redemption as aforesaid, and it was for her ease and accommodation that this defendant agreed it should be paid as is before stated. And this Defendant avers it was in consequence and in execution of the aforesaid agreement that the said Elizabeth Osborne retained possession of said premises and paid taxes ground rents and premiums of insurance as is stated in said bill. Afterwards on her removal from the City of Baltimore she admitted one Elizabeth Boyle into possession of said premises as her partner, agent or undertenant. The said Elizabeth Osborne nevertheless remained tenant to this defendant and continued to pay him rents as before stated whether she received rents from the said Elizabeth Boyle or upon what other principle payments were made to her by the latter this defendant knows not. He insists the said Elizabeth Osborne continued his tenant, and as such remained liable to him for rents until the month of March in the present year Eighteen Hundred and forty five. At which time the said Elizabeth Osborne being in the City of Baltimore on a visit, it was agreed between her the said Elizabeth Boyle and

this defendant that the said Elizabeth Boyle should become tenant to this defendant of said premises in the place of the said Elizabeth Osborne, and an agreement in writing to this effect was signed by the said Elizabeth Boyle and ever since the last mentioned agreement the said Elizabeth Osborne has ceased to have any interest whatever in or control over or possession of the aforesaid premises. And at or about the same time the said Elizabeth Osborne assigned to him the policy of Insurance she had effected on said property. This assignment was presented to the office, but being rejected this defendant on the 3d day of April in the present year as aforesaid and before the death of the said Elizabeth Osborne effected Insurance in his own name on said premises. And this defendant further in exercise of ownership of said premises as early as the twenty ninth day of August in the year Eighteen Hundred and forty four discharged the mortgage of parcel of said premises to John S. Dorsell and others as mentioned in the said conveyances and obtained a release therefor which he is ready to exhibit as your Honors may direct (and subsequently the said Levi Benjamin named in said deeds having obtained a decree from Benjamin County Court as a Court of Equity for a sale of the premises mortgaged to him as in said deeds is mentioned a certain David Stewart as Trustee for Sarah Goldsmith the wife of this defendant who had a valuable estate settled to her sole and separate use, with the proper means of the said Sarah purchased up said mortgage and procured the aforesaid Decree to be entered for his use as Trustee as aforesaid. This purchase was made to prevent a sale under the aforesaid decree and for protection of this defendants interest in said mortgaged premises.

And this defendant further says that he is unable to state the particular times at which he made the loans to the said Elizabeth Osborne for security whereof her promissory note for twenty one thousand five hundred dollars was given him. At the time of his intermarriage with his present wife Sarah Goldsmith in or about the year Eighteen hundred and thirty two the said Elizabeth Osborne was indebted unto his said wife in a considerable sum of money for monies loaned or property sold her. From that time to the fifth day of November in the year Eighteen hundred and forty two, numerous loans were made by this defendant to the said Elizabeth Osborne and the said note represents the result of all the dealings between her and this defendant including the sum due his wife as aforesaid up to the aforesaid date. This defendant avers that he has no Books or book of accounts. In making his loans to the said Elizabeth Osborne he some times took her note, at other times he would make a loose memorandum thereof and again he would suffer the loan to rest in the recollection of the parties. From time to time settlements were had between the said Elizabeth Osborne and himself on which occasions he would take her note for the balance ascertained to be due and surrender up or destroy all the securities before that time taken and then existing. He further states that his claim against the said Elizabeth Osborne other than for the sum due to his wife whilst sole as aforesaid was exclusively for and on account of monies loaned by him to her that in addition to his individual means he obtained occasionally