And he is advised and therefore avers and charges that apart from any such agreement as is above stated he had a perfect right to execute said conveyance and thereby secure the said Caroline on account of her said seperate property so as aforesaid applied; as he would have had to secure the Complainants or any other of his creditors for and on account of their claims against your respondent.

Further answering this respondent denies that the said agreement and understanding as stated above and recited in the said deed of trust, was conceived on the eve of the rendition of divers Judgments against him and upon his being pressed and sued by other numerous creditors as a pretext for the fraudulent purpose of depriving his Judgment Creditors of the fruits of their judgments, and of hindering the recovery of other debts and of placing beyond reach of all his creditors all his property of every discription which was at that time available for the payment of his debts as is falsely alleged in said Bill: but on the contrary this respondent expressly avers that the agreement and understanding recited in the said Bill of Conveyance and herein before stated was made and entered into, previously and at the time the seperate estate of the said Caroline was so as aforesaid applied, as recited in said conveyance and hereinbefore stated, and that he was fairly and bonafide entered into for the purpose of securing said Caroline her said property and not for any such pretext or purpose whatsoever as charged in said Bill. This respondent further denies that all the rest of respondents property at the date of said conveyance in his possession, except that embraced in said deed, had been by former conveyances placed beyond the reach of his Creditors, but he again avers and charges that he had at that time in his possession and still has property of a large amount free and unincumbered of his own absolute property liable at all times for his debts and within reach of his creditors some of which the said complainants and others have now actually levied upon as charged in the said amended and supplemental bill. He admits that between the date of said agreement and the application of said Carolines seperate estate as aforesaid, and the date of said deed of trust he was in possession and control of said real and personal property, though he denies having disposed of any portion of said real estate or of the said personal property, except such as was naturally used or consumed upon the farm, or worn out by use, as farming utensils and so forth, which respondent replaced by the purchase of other property of a similar description, and he is advised that he has good right so to use possess and dispose of said property, for this respondent avers that he was the absolute owner thereof subject to the lien of the vendors thereof hereinafter mentioned, and the claim and lien of the said Caroline.

This respondent does not know, and he is advised that it is not material to the validity of the said Carolines claim whether the Complainants or or other Creditors suspected the existance of the aforesaid agreement and understanding or not but he expressly denies that the same was studiously kept secret from the complainants and all other of respondents creditors, on the contrary this respondent avers and charges that he was studiously careful to have the fact that the said Carolines seperate patrimonial estate was applied in part payment of the purchase money for the very same property embraced in said deed of trust, a fact which was the basis and consideration of the aforesaid agreement and understanding fully recited, both in said deed of assignment, and in the mortgage to the said Prices hereinafter mentioned, both of which were duly recorded shortly after their execution among the Land Records of the County aforesaid, and were there open to the inspection

of the Complainants and all the world. And respondent is advised and charges that by reason of the recording aforesaid the Complainants and all other of respondents creditors are affected with notice of such application of said Caroline's seperate estate and of all the legal consequences thereof.

The respondent further denies that the Complainants or his other creditors gave credit to your respondent by reason of his apparent ownership of said property in his possession and its liability for your respondents contracts. On the contrary he avers and charges that a large portion of his said indebtedness to the Complainants and others was incurred by drafts drawn by respondent upon his Commission Merchant and others in the City of Baltimore, and accepted by them and discounted by the Complainants and others, who were also Commission Merchants, Brokers and Banks in the City aforesaid, solely and entirely upon the credit of said acceptances, without knowing anything of your respondents affairs or even whether he possessed a single cent of property or not. And but for the unfortunate failure of one of said acceptors your respondent charges that the Complainants and others would have been promptly paid a large portion of the said Claims upon their maturity. Further answering respondent admits that all of Complainants debts, and some though not all of those of other creditors were contracted by respondent prior to the date of said conveyance to the said Worthington and subsequently to the time of the agreement and understanding aforesaid but he denies that for this reason or any other reason whatsoever said conveyance is void in respect to said debts or any other debts of this respondent, but he insists that the same is a lien upon the property thereby conveyed from its date, and in all respects a legal valid and operative deed according to its terms and the true construction thereof. This respondent also denies that he caused the name of Nicholas B. Worthington to be inserted in said deed as Trustee without the knowledge or consent of the said Nicholas, or that the assent of the said Nicholas thereto was obtained in consequence of the false representations of this respondent in respect of said agreement above referred to and of the fair and bonafide effects thereof as is falsely and most maliciously charged against him in said Bill, but on the contrary he avers that the said Nicholas who is the brother of this respondents said wife, before its execution knew that said deed was to be executed and gave his full and free assent thereto, and even advised that his name should be used as such Trustee. In answer to the said amended and supplemental bill, respondent admits that he purchased the real and personal estate mentioned in the aforesaid conveyance from the said Prices as herein before stated, and he also admits the execution of the mortgage to the said Prices of said real estate to secure the sum of five thousand six hundred and twenty five dollars as stated in said Bill, the same being the balance of the purchase money due for the aforesaid real and personal property, after the aforesaid application of the said Caroline's seperate estate thereto as will appear from a copy of said deed of mortgage filed in this Cause by the Complainants as Exhibit C.N. He also admits that that the whole of said principal debt is unpaid and that interest is due thereon as stated in the answer of the said Prices his co defendants to this suit, and he further admits that the said mortgage is a prior lien on said real estate, and is a preferred claim to and over all other liens, claims or encumbrances thereon. Further answering respondent