a reasonable time declared by the Court. These Respondents therefore deny that the said agreement was intended to delay or hinder and defraud the creditors of the said William Mason and Son or that such has been the legal effect and consequence of the said agreement.

These Respondents further answering admit that the former firm of William Mason and Son was indebted to Thomas Wilson and Thomas Wilson and Robert W. Allen then constituting the firm of Thomas Wilson and Co in the aggregate sum of Six Thousand Six hundred and Sixty two dollars and Ninety seven cents and that the said debtors had been discharged therefrom by the State Insolvent laws but the same were not barred by limitations, judgements having been obtained thereon.— But these Respondents aver that the said debts though they were legally discharged, there nevertheless existed a moral obligation, which the law would consider a sufficient consideration for any subsequent promise to pay them and which being so acknowledged might have been lawfully paid or secured by Mortgage by the said debtors, in the same manner as any other subsequent debt might have been. The transaction was made upon the urgent solicitation of the said William Mason and Son who called repeatedly upon these Respondents to induce them to enter into it stating that by it they would be made perfectly easy in their business arrangements and would be enabled without difficulty to pay their old debt to them. To secure this debt these Respondents admit was the inducement to enter into the transaction in question and their hope to do so was founded upon the increased business facilities it would give to the said William Mason and Son. These Respondents respectfully submit therefore that if their promise to pay said debt would have been legally valid and binding upon said William Mason and Son supported by no other consideration that the moral obligation to pay they are at a loss to see why it should not be equally legal when the arrangement under which it is given offords them the means to pay. These Respondents therefore deny as is charged in said bill that the said agreement was and is fraudulent and in fact and in law usurious null and void and that the same was contrived and devised for the purpose of promoting and perfecting the illegal intent and purpose of taking & receiving and securing usurious interest but on the contrary they aver that the same was bona fide and legal and intended only to secure the payment of the precedent debt justly due to them in a gradual and easily progressive way out of the facilities which the said transaction afforded the said William Mason and Son.

But even if the said transaction was usurious if sought to be enforced by these Respondents it is nevertheless perfectly valid when appealed to in aid of equity by the Complainants unless they offer to pay to these respondents the sum of principal and legal interest there as actually due to them. They therefore respectfully submit that in the absence of such a tender the said Complainants have no standing in this Court upon the question of usury.

And in answer to that part of Complainants bill which alleges that the said deed is fraudulent and void because the said William Mason and Son by the terms of said agreement might put off and delay the application for the loan of said notes for as long a time as they might please and that while the whole of said property conveyed by the said deed of trust might appear to be subject to the large claim of thirty six thousand dollars and the additional charge of five per cent. it might in fact not be responsible for any part or portion thereof, these Respondents answer that in that respect this deed of trust does not differ in effect from any other Mortgage to secure advances intended to be made but in which the maximum amount for which the property can be made liable is stated upon the face of the mortgage. The same objection would apply to all such mortgages for it would be impossible for any third party not especially cognizant of the dealings between the mortgager and mortgagee to know at any particular time how much has been advanced of the whole sum intended to be secured. But although such third party cannot know the extent of the advances at any particular date he knows from the beginning the utmost extent to which the property can be encumbered and for the purposes of notice he is told the worst. How then any one could be deceived by the terms of the Deed of Trust in question, which was duly recorded immediately after its execution, these Respondents are at a loss to conceive. These Respondents further answering say that whether the property contained in the said deed was all the property of the said William Mason and Son or not these Respondents had not at the date of said Deed of trust any means of knowing nor did they know. They do know however and they again refer to their previous statement of the fact that the said William Mason and Son acquired the title to the said property on the same day on which they made the deed of trust now assailed by the Complainants and as these Respondents believe they paid the consideration therefor either in the whole or in a large part out of the proceeds of these very notes secured by the said deed of trust. Instead therefore of diminishing the estate of the said William Mason and Son the effect of the said transaction was as before stated only to add to the pecuniary ability of the said William Mason & Son by the amount of the difference between the consideration paid by them at the date of the deed and the amount secured by the Deed. But these Respondents protest that however that fact might be it could not have operated to the injury of said Complainants for they were not creditors of the said William Mason and Son at the date of said transaction and did not become so till some time after the said deed of trust and of the extent of the liability imposed upon the property thereby. These Respondents insist therefore that the said Complainants are in no condition to object to the validity of a deed which they had full knowledge of for they assumed the relation of creditors.

These Respondents further answering say that the provision in the said deed by which the said William Mason and Son were to