remain in possession of said property till default was made & the further provision by which in case the said Trustees were required to sell the said property the surplus after discharging what was might remain to be paid upon the said agreement was paid over to the said William Mason and Son with the usual clauses inserted in such deeds and were in themselves legal and proper. And as the charges of usury and fraudulent arrangements and contrivances between these respondents and the said William Mason and Son if these respondents have not sufficiently denied the same they do now again most distinctly deny that there was any usurious contrivance practiced or intended to be practiced by the terms of the said deed; or that there was in fact or was intended to be any contrivance or stipulation whereby the creditors of the said William Mason and Son were to be kept from any of their remedies and proceedings or that the said William Mason and Son were to have any control or enjoyment of said property in opposition to the just claims of their creditors or that the said deed of trust therefore was an illegal contrivance for the common benefit of these respondents and the said William Mason and Son and to hinder delay and defraud their creditors then being and thereafter to be of the said William Mason and Son or to abstract their lawful actions or to preserve and retain the property of the said William Mason and Son subject to any usurious and void contract for the use and purposes of the said William Mason and Son to the exclusion of their then existing or in fraud of their future creditors or for any indefinite period of time. And they not only deny the same as matter of fact but they also deny as matter of law that the said deed can by its effect and operation produce any such results. And these respondents further answering admit that after the execution of the said Deed of Trust and after the same had been recorded for a period of seven months and a half the bond of conveyance exhibited by said complainants with their bill was executed and they are willing to admit though they had no personal knowledge of the fact that the said complainants became the owners of the notes set out in said bill but these respondents leave all questions of priority among the said complainants as alleged in said bill to be adjusted among themselves.

And in answer to the allegation of the complainants Russell and Brother and the Bank of Commerce that at the time of the delivery of the notes respectively claimed to be held by them they had no knowledge or notice that any advances had been made by these respondents under the said Deed of Trust these Respondents aver that they had notice of the existence of the said Deed of Trust and of the extent to which the property therein conveyed might be made liable by advances and they were found therefore to presume that the whole sum had been advanced or dealt

with the said William Mason and Son in respect to said property at their own peril upon any other hypothesis that less than the whole sum had been advanced.

And these respondents further answering admit that having advanced the whole of the notes secured by the said deed of trust and default having been made by the said William Mason and Son in the taking up and retirement of the same these Respondents did request the said Trustees H. George M. Tackle and William A. Talbott Esquires to sell the said property who did accordingly advertise and were proceeding to sell the same until they were restrained by the said Injunction issued out of this Court at the instance of the Complainants.

And these respondents further answering say that they do not know at what rate the said notes advanced by these respondents were discounted; but they presume that in as much as the names of these respondents were ranked among the first class of commercial names they were discounted at the current rates of such paper at that time.

These respondents admit that after the said notes had been advanced to the said William Mason & Son and after they had gone into market as commercial securities, some of them were brought to them by brokers for sale and pursuing the usage in that behalf which is extensively practical among Merchants who for the preservation of their credit withdraw their paper from the street by by purchasing the same they did buy several of said notes for a sum less than their face with legal interest off, but they deny positively that they ever bought any of said notes from the said William Mason and Son or from an agent of theirs knowing them to be such or that they ever had with them any agreement or understanding that they would buy the said notes or any part of them.

And these respondents further answering deny that the said Complainants are entitled under and by virtue of the interest and property in the promissory notes claimed to be held by them to a sale of said property or that the said Complainants the Bank of Commerce has by virtue of any judgment a lien on said property. Nor can they say what this said property if sold under fair and advantageous circumstances would produce; nor whether the same will suffice to pay the claim of these respondents. But they do aver that the said Complainants by the Injunction which they have caused to be issued out of this Court have prevented the said Trustees Tackle and Talbott from making a fair and advantageous sale of the said property and lawfully applying the proceeds to the payment of the claims of these respondents according to the terms of the said Deed of Trust.

And these respondents further aver that there does not now and never has existed any cloud whatever upon the title to the said property except such as the said Complainants by their said bill have themselves made; and if such pretext as this