or settlement between the said Charles Henry Carter and Rosalie Eugenia his Wife made in contemplation of Marriage between them and all the Real and Personal Chattels of the said Rosalie Eugenia made purposedly in Execution of the powers given her in and by the aforesaid Marriage Settlement,

But for greater certainty in regard to the due Execution of said Will and Codicil and in regard to the true construction of all the aforesaid Instruments this Respondent refers to the said Instruments copies of which he presumes ought to be exhibited by the Complainants.

He admits also that by a decree of the Court of Chancery passed in the cause in said Bill mentioned this defendant and his co defendant Lee were appointed Trustees in the stead of the Trustees named in the aforesaid Marriage contract,

He admits also that by a decree of the Court of Chancery passed in the cause in said Bill mentioned this defendant and his co defendant Lee were appointed Trustees in the stead of the Trustees named in the aforesaid Marriage contract.

He admits also that at about the time mentioned in said Bill he did transfer into the name of Percy H Calvert in trust for the said Charles Henry Carter and his then wife four thousand five Hundred shares of the Capital Stock of the Baltimore and Independent Turnpike Road Company and that said Stock did constitute a part of the Estate of the said Rosalie Eugenia Carter under the trusts expressed in the aforesaid Marriage settlement, And this Respondent presumes and said stock ought to be transferred into the names of himself and his co defendant Lee as Trustees as aforesaid.

This Respondent submits it to this Honorable Court to determine what disposition ought rightfully to be made of the dividends or profits accrued on said Stock He admits that he has received Return of said dividends as by his Exhibit Bill filed with the answer as part thereof will appear. And that an account of said dividend he paid to the said Charles Henry Carter on the 22d day of July 1859 the sum of One Hundred and seventy seven dollars and thirty cents on the 14 day of October 1859, the further sum of One Hundred and thirty dollars, and for the receipts he is yet accountable, And he avers that he has been ready and willing at all times to account with the said Charles Henry Carter for the same.

He admits that he has and yet it is indebted to the said trust Estate on other accounts and from time to time did make payments to the said Charles Henry Carter on account generally that is to say without any distinct specification at the time of payment of the manner in which the said payment was to be applied That on or about the 28 day of July in the year

1856. the said Charles Henry Carter and this Respondent submitted all matters in continuing between them in relation to some of said other accounts to the arbitrament of and award of Richard I Cross and Joseph H Bradley and that on the occasion of said submission it was distinctly agreed by and between the said Charles Henry Carter and this Respondent that certain of said payments so made by this Respondent to the said Carter should be allowed and applied to the payment and discharge of so much claim of indebtedness as had been submitted as aforesaid. That a paper which is marked and filed with the proceedings in the suit brought by the said Charles Henry Carter against this Respondent and Percy H Calvert in the late Court of Chancery and which is now depending in this Honorable Court was accordingly prepared, and with the consent and approval of the said Charles Henry Carter was said before Arbitrators in evidence of the allowances to which this Respondent was to be entitled in adjustment of the matters of account referred as aforesaid. and although the award made by the said arbitrators was set aside upon grounds purely technical and foreign to the merits this Respondent is advised that the agreement aforesaid is obligatory upon the parties and that in the account which is to be taken under the Decree passed in the said cause last aforesaid, he must be entitled to credits for the sums so as aforesaid agreed to be credited to him as aforesaid. This Respondent refers to the proceedings in said last cause generally and more especially to the aforesaid statement and to said award filed in said cause in support of said agreement. And in the answer of this Respondent filed in the said last cause he has claimed that other payments made by him to the said Charles Henry Carter or so much thereof as may be necessary for the entire liquidation of the aforesaid claim shall be allowed him in the said account, And as he thus claims and insists in appropriating his aforesaid payments in manner as aforesaid he can only claim in this first that the retention of said payments which may remain after the entire liquidation of the aforesaid demand of the said Charles Henry Carter shall be applied in discharge of his claim advanced in this present suit.

But this Respondent further suggests that in his answer filed in the cause aforesaid he has insisted that by reason of the payments made by this Respondent to the said Charles Henry Carter he the said Charles Henry Carter has become largely indebted to the said trust Estate; and he submits that any monies which may in this present cause be adjudged to be owing of the said Charles Henry Carter shall be declared liable to reimburse said trust Estate any balance which may appear due from him to said trust Estate on account of the payments aforesaid, And he further avers that the said Charles Henry Carter being left in possession of the negroes