following terms, that is to say, to inform said Weller that the Respondent had known good Negotiable Notes amounting to about the sum of Two thousand dollars, which had not then matured, (a part of which about the sum of Six hundred dollars were the Notes of said Weller and which constituted a part of the then accruing demands against said Weller for which he was or solicitous to be prepared) that he had an unincumbered Lot in this City in Fee Simple worth about the sum of One thousand dollars, and also that there were due to Genl. William Pratt, the sum of Six thousand dollars and interest secured by a Mortgage upon which this defendant had or was about to procure a decree for a sale of the property mentioned therein and which had been assigned to this Defendant as and for valuable and sufficient security for the same specified therein; that said Pratt was then engaged in Manufacturing operations upon said Mortgaged property in fact to great pressure in the money market and difficulties in procuring money said Pratt had declared his then inability to meet his said indebtedness at Maturity. That defendant then stated that if said Weller deemed said Lot with said sum of 1000 $ and of the also deemed the responsibility of said Pratt received by said Mortgage and Decree sufficient for the sum of $4000 $ letting out consideration the necessary indulgence which said Pratt would require and which was fairly communicable to said Weller and of to said Weller and in any way make available for his necessities the said Lot and Decree for said sums that he this defendant would convey to him said Lot and assign to him said Decree with priority retaining and receive as this Defendant had received in like manner and upon security of said Mortgage upon which said Decree was had that he would transfer to him said Weller said Negotiable paper endorsing the same except so much thereof as was the paper of said Weller and which amounts to about $2000 as before stated and that he would retain the amount necessary to make up the sum of Nine thousand dollars so desired by Weller if he said Weller

and gave this Defendant good ground rents therefor with the value of the property and money this Respondent proposed to give the said Complainant; That Defendant also agreed to accept the said Weller's responsibility the said ground rents at the valuation of Nine thousand dollars at any time to be pleased within two years. The inducement which this defendant had to make the said sale was the advantageous disposition of his Lot the realization of the said Pratts Mortgage and a secure investment of the pecuniary Notes and then due, That this Defendant made no representations of the nature of either of the Kinds of property he agreed to give for the said ground rents but left the Complainant to examine for himself. That this Respondent was at no time anxious for the arrangement and the pressure upon him came from the said Weller, He did satisfy himself as to the value of said Lot and after personal examination of said Pratts property and the manufacturing operations therein calling for such by at least the space of one month as near as the Defendant can now remember and professing himself abundantly satisfied that the same was amply sufficient for the amount stated he offered to let the said Lot discount Notes and money as and for the sum of 9000 $ for the said ground rents. After this Respondent offer and very full examination of the Lot and Mortgage by the Complainant to inform this Respondent that he would make the sale on the terms proposed and that he had arranged with the said Pratt to find new notes extending the payment of the amount due by him to such time and dividing the same into such sums as would make him to meet the same promptly at maturity and that such Notes as he had thus arranged for secured by the said Decree to the Complainant would be able to use for this purpose,

The sale was accordingly made upon the terms proposed by the Respondent as above stated, This Respondent was good friend from the first property this transferred to said Weller finding money value instead of letting such a ground rent in payment