and recorded in Liber J. K. No. 278, folio 344 &c.
Deed (for a term renewable forever) from Elizabeth Scott to David Barnum, dated 9 September 1837, and recorded in Liber J. K. No. 272, folio 462 &c.
The total of the yearly rents, under the leases, payable for these leasehold pieces of ground is, as these defendants aver, three thousand eight hundred and fifty dollars.

The Fee-Simple Ground

Deed from Samuel Moale and wife to David Barnum, dated 28 May 1855, and recorded in Liber J. K. No 248, folio 294 &c.
Deed from Elizabeth R. Woodyear to David Barnum, dated 28 April 1836, and recorded in Liber J. K. No 259, folio 39 &c.

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And these defendants, further answering to describe duly the estate held by the said testator, at his death, in said pieces of ground state that they were then, and yet are, charged (by deeds of trust) with a large sum of money, (forming the "City Hotel Stock" mentioned in the will) made up of two amounts, one of twenty seven thousand nine hundred dollars carrying a yearly interest of six per centum, or sixteen hundred and seventy-four dollars; and the other of thirty four thousand nine hundred dollars, carrying a yearly interest of five per centum, or seventeen hundred and forty five dollars, to which yearly charges on said property these defendants, further answering, say and submit is to be added the annuity of three hundred dollars to the said widow of

the testator, granted by said will and charged upon the property, as a preferred claim above any interest bequeathed or devised to the testator's issue under said will. And further answering, these defendants say, that the State and City taxes charged upon said City Hotel property, including the furniture of the Hotel, amounted for the year eighteen hundred and forty-four, (the year in which the testator died,) to fifteen hundred and fifty-one dollars and ten cents; and have for succeeding years been greater, until, for the year eighteen hundred and sixty-one, they amount to twenty-seven hundred and forty four dollars. And these defendants, answering further, state that the yearly Fire Insurance premium for the year eighteen hundred and forty four, was three hundred and forty one dollars and fifty cents, and has not since been less, and has been duly and annually paid by said Andrew and Jenus the defendants, while tenants together of said City Hotel, and by said Andrew while sole tenant; and that said annual premium for the year eighteen hundred and sixty one has been three hundred and fifty five dollars. And these defendants, further answering, say, that they admit that, connected and used with the City Hotel, and for conducting it, was expensive furniture (appraised at twenty-five thousand dollars); but that, by long use of it, it has become necessary to replace it wholly or nearly so, and largely to add to it, according to the original number and descriptions of the articles of it; and said defendant Andrew