McLaughlin, separately answering, says, that for such replacing and additional and requisite furniture there has been expended from time to time large sums by him amounting to a total of at least fifty thousand dollars. And further answering, these defendants, Andrew McLaughlin and James Barnum, say, that, as provided by said testator's will, they became tenants, upon his death, of the said City Hotel, for the term of three years, at the yearly rent of ten thousand dollars, and in the terms prescribed by the will in relation to such renting; which yearly rent these defendants show and submit left - after including rent of four hundred and fifty - dollars a year for the office, or apartment - mentioned in the will as the place occupied for Randall & Co.'s Mineral water establishment, (and which, by the devise of coal-land to Ephraim Kirby Barnum proving effectually, become, under said will, part of the testator's residuary estate,) and, after deducting for interest on the City - Hotel stock aforesaid, and taxes, and insurance, and the annuity to the testator's widow, - only the nett yearly income of nine hundred and eighty ~~six~~ dollars, for distribution among the devisees and legatees entitled to the issues and profits of that hotel estate under said will. And these defendants, Andrew and James, answering say, that they were indeed - by the consideration of the smallness of said nett yearly income so resulting as distributable - to increase to twelve thousand dollars a year, even for the said term of three years, the rent payable by

them as aforesaid for said City Hotel and furniture. And these defendants, Andrew and James, say, that the rent aforesaid continued to be at said sum, and on terms aforesaid, until 1st June 1849, from which time, until 1st December 1853, said rent was twelve thousand six hundred dollars a year; and that from 1st December 1853, the rent has been (on the terms aforesaid) thirteen thousand dollars a year. And these Defendants say, that said Andrew and James continued to be colessees for about three years after said first three years - that then said Andrew was sole tenant for about three years; and that since that period said Andrew and James have been, and now are, co tenants. And now all the - Defendants answering say, that the interpretation pretended by the Complainants for said will, as to the quantity of estate under it in the devises and legates of said City Hotel - property, is erroneous; and they deny that the Complainants have any interest in said - property, present or eventual, and none upon which they may be Complainants, or can have any standing in this Court in manner as they in their Bill present themselves - either to - claim a sale of said property, or an account of rents or otherwise, or any relief whatsoever, as sought by said Bill; and these Defendants submit that the said projected sale is resorted to as but a device alone of itself to create an interest, as the Complainants suppose it might in the said Complainants, and in - derogation and abridgment of the interest -