And these respondents also admit that the said Bennett and Tagart, not immediately, but soon after the death of Jenne Barnum, were by this Court appointed Trustees to carry out the trusts of Andrew McLaughlin's will, and as such, and not as the representatives of Jenne Barnum's estate, took possession of and carried on said Hotel from the 13th day of April 1865, until the 6th day of February 1866, and the accounts of said Trustees ratified by this Court in "The matter of the Trust Estate of Andrew McLaughlin," show fully the moneys received by them, and how the same were disposed of.

And these respondents further admit, that on or about the said last mentioned date, Mrs. Annie Barnum, now Annie Gordon, one of your respondents, was by this Court appointed Trustee under her father's will, in the place and stead of said Bennett and Tagart, and as such has continued ever since to carry on the said Hotel.

And these respondents further answering say, that it is not in their power to answer accurately as to the losses and profits which have from year to year resulted from the carrying on and conducting the business of a public Hotel in said building, by the said Andrew McLaughlin, Jenne Barnum, Bennett and Tagart and Annie Gordon, but if it should be determined by this Court, that an account of such profits and losses should be taken, they will produce before the Auditor all books and papers relating thereto, of which they have the control.

And these respondents are advised that the

Complainants are not entitled to have an account of the profits realized from conducting and carrying on the business of a public Hotel in said building, or to have any account whatever of the rents and profits thereof, and they say that if the Complainants are entitled to have any account of said rents and profits while the said building remains unsold, it is only an account by which a fair rent for the building devised by said David Barnum may be fixed and ascertained, the necessary and proper expenditures be deducted therefrom, and the balance, if any, be divided among those entitled to it.

And these respondents refer to and adopt as part of this their answer the joint and general answer of Andrew McLaughlin and Jenne Barnum, heretofore filed in this cause, and they say that the said Andrew McLaughlin and Jenne Barnum, the said Bennett and Tagart and Mrs. Annie Gordon, respectively held and occupied said building under and by virtue of leases received honestly and in good faith from the Trustees or the surviving Trustee named in the will of David Barnum; that in each of said leases the annual rent was specified; and that by the last lease which began on June 1st 1856, and expired on 1st June 1866, an annual rent of $13,000 (thirteen thousand dollars) was reserved, that this rent was for the furniture and building, and not the building alone, and was made higher than the real value of the property, with a view to give Mrs. Ann Kirby Barnum, the widow of David Barnum, a better income, she being entitled to