one-third of the net rent, and Andrew McSaughlin supposing himself to be entitled to all the rest, with the exception of two twenty-fifth (2-25) parts belonging to two of his own children; and out of this rent there was to be paid the interest on the City Hotel stock debt, the ground-rents for the lease-hold portion of the ground on which the Hotel stands, the taxes, insurance, and other necessary expenditures.

And your respondents aver, that if a fair rent was fixed for the Hotel building, devised by David Barnum, and the necessary annual payments for the purposes designated above were deducted therefrom, the balance, if any, would be very small; and they charge that the Complainants, if entitled to any back rents and profits, are at most entitled to their portion of said balance, if there should be any, and that alone.

And these respondents further answering, deny that the said Andrew McSaughlin and James Barnum were at the time of their first leasing said Hotel building, worth nothing or very little; and on the contrary aver, that the said Barnum was quite well off and the said McSaughlin was possessed of a considerable property; and these respondents do not know and therefore cannot state, by what investments or speculations the said Barnum and McSaughlin accumulated money, or whence they derived the means for such speculations or investments; but they deny the right of the Complainants to have any inquiry made

into these matters, or to have any account taken of the profits realized by said McSaughlin and Barnum by the use and employment of said buildings; insisting, as they have heretofore done, that the Complainants are not entitled to rents and profits at all, or that at most they are only entitled to their portion of the fair rent of the building, after deducting from it the necessary and proper annual charges.

And these respondents further answering say, that it is true that since the death of David Barnum, the said Andrew McSaughlin did spend large amounts of money in the improvement of the Hotel building; that he added to its heights, improved and renovated its exterior, and also changed and enlarged it in the interior at a heavy cost, that the old building without these improvements, though kept in repair, would have been useless as a first class Hotel, and would not have sold for enough to pay the liens on it, or have rented for enough to pay the annual charges on it; that it is also true that the said McSaughlin purchased contiguous lots of ground and built extensive improvements thereon, which are connected with said Hotel, and were intended to be and are used in connection with it. And they also admit, that he purchased new furniture for the whole of the Hotel buildings, old and new, the old furniture having long since become unfit for use.

And these respondents are unable to state whence