the money expended in these improvements and purchases was obtained by the said McLaughlin, whether from profits made by the business of keeping a Hotel, or from other resources, but they do expressly deny that even if said improvements and purchases were made with money realized by said McLaughlin from his business of leasing and carrying on said Hotel, the said Complainants have any interest whatever in the lots so purchased and the improvements thereon, or in the furniture purchased by said McLaughlin.

And these respondents further say, that as to the improvements put by said McLaughlin on the original grounds and building devised by David Barnum's will, they are entitled, in the event of any sale or partition of said property, to be fully allowed therefor; that at the time when he made said improvements and purchases, the said McLaughlin supposed himself to be the owner, under the conveyances from the children of David Barnum and others, filed with his answer in this cause, of the absolute and entire beneficial interest in said property, except a very small interest in two of his children; that he paid to the said children of David Barnum more than their interest was worth, even if it had been, as it was then supposed to be, the absolute and entire interest; that in buying said property he acted under the advice of Charles H. Mayer, Esqr, who had drawn the will of David Barnum, and who gave the opinion that the children of

David Barnum could convey the entire and absolute beneficial interest in the property; that he also had the opinion of Reverdy Johnson and Samuel T. Donaldson, Esquires, to the same effect; that by the decree of this Court, the construction was given to the said will of David Barnum, and that said decree was reversed by the Court of Appeals only after much doubt and difficulty; that having purchased in good faith, and under the advice of counsel, what was pronounced to be a good and perfect title to the property, and having done nothing to impair the value of said property, or injure the interests of the Complainants therein, and being admittedly entitled to an undivided interest in the property, he and these respondents claiming under him, ought to be allowed fairly and justly for all improvements put on the Hotel property and premises devised, and the Complainants ought not to be permitted to take the benefit of the improvements without ratably contributing to the cost thereof.

And these respondents further answering deny, that said improvements, or said purchase of contiguous lots, and the erection of buildings thereon, or said purchases of furniture by said McLaughlin were made with money to which, or to any part of which the Complainants had any claim whatever.

And they also deny that by the will of David Barnum, the payment of his debts was a charge upon the furniture and other chattels