in the said building; the express provision of the will being, that they should be paid out of the rents of the Hotel.

And these respondents do not believe, and therefore they deny, that said debts were paid out of the profits realized by said McLaughlin and Barnum from carrying on said Hotel; and if they were so paid, these respondents say that they must have been paid out of the profits received before the death of the father of the Complainants, and in which they could not by possibility have any interest.

And these respondents further answering say, they do not know that any improvements of said Hotel building have ever been made by Jennie Barnum; but they admit that, as Trustee under Andrew McLaughlin's will, he purchased a lot of ground on St. Paul Street, adjoining those purchased by said McLaughlin in his lifetime, but said lot has not been improved or used in connection with the Hotel.

And further answering these respondents deny, that Mrs. Ann Kirby Barnum ever received any part of the profits realized by those who leased the said building and carried on the business of keeping it as a public Hotel; but they aver that she received one third of the net rents of said Hotel building, after making the deductions therefrom hereinbefore specified, as provided in the bill of David Barnum.

And these respondents admit that Richard Barnum, one of the sons of David Barnum, has recently departed this life, and that John

Barnum mentioned in the bill, claims to be entitled to the interest of the said Richard Barnum in said Hotel building, devised by the said David Barnum; and they leave for the decision of the Court, upon such evidence as may be adduced in the cause, the validity of his said claim, and their rights in reference to the interest so claimed by him.

And these respondents admit that the executor of Andrew McLaughlin passed several accounts of his administration of said estate, and that said accounts, when produced, will correctly show how said estate was administered and distributed; but they deny that said administration was fraudulent and void, or that the Complainants have the right to follow the said estate into whosoever hands it may have come.

And these respondents further answering deny that the said Annie Barnum, now Annie Gordon, is unfit to conduct the said Hotel to advantage, and they say that, during the time that she, as Trustee appointed by this Court, has had charge of it, she has managed it judiciously and properly.

And they admit that the Hotel grounds and building devised by David Barnum, are not susceptible of partition; but they deny that the contiguous lots of ground purchased and built upon by Andrew McLaughlin cannot be separated from the original Hotel.

And these respondents further answering say, that Maria Louisa McLaughlin, wife of