was, in fact, and was considered the sole and absolute property of this respondent, Edward, and that all the interest, right and title therein and thereto, was vested in and belonged to this respondent, Edward, in his own right, and subject to no claim of right or title therein or thereto, by or in the said J. Edward Kirby, and the said J. Edward Kirby never pretended to have any claim in or to said property, other than the right of occupying the same so long only as this respondent, Edward, should permit or suffer him, the said J. Edward Kirby, so to do.

And these respondents aver and charge, that this respondent, Edward, was well aware, that if he intended to make a gift of said property, or otherwise dispose of the same for his son, that a deed was as much necessary for passing the title as if such transaction were to be had with a stranger.

And they further aver and charge, that there was never any intention on the part of this respondent, Edward, to give or sell said property to his said son, and that there was never any conversation, understanding or agreement between this respondent, Edward, and the said J. Edward Kirby, with respect to the said deed, or with respect to the similarity, as alleged, of the names of this respondent, Edward, and the said J. Edward Kirby, but they aver, on the contrary, that in fact, with the exception of the surname and the middle Christian name of the said J. Edward Kirby, there is no similarity whatever; and they aver, that this respondent, Edward's said son was named, and since attaining his man's age, has always been known by his full and true name of J. Edward Kirby, and not by the name of Edward Kirby only.

And these respondents submit, that if this respondent, Edward, had seen proper to have conferred upon his said son, his

own name, without any other, that such action in so naming him, however weak it may appear, could or would furnish no ground whatever for charging this respondent, Edward, with any act or wrong his son might do or commit to the injury of other persons.

And these respondents further charge, that if the said complainant had examined the title to the said property from the time of the first vesting thereof in this respondent, Edward, he would have discovered enough upon the record to have shown said complainant that this respondent, Edward, had held the title to said property for a period of near twenty seven years, and that such examination would have at least put the said complainant upon inquiry as to the true ownership of said property.

And further answering, these respondents aver and charge, that on the 6th day of July, 1852, a certain James Logue being then the owner in fee simple of said property, and the lot next adjoining thereto, on the —, together with his wife, made and executed an indenture of lease, bearing date the day and year last aforesaid, and thereby demised and leased to this respondent, Edward, the said lots of ground and premises, for the term of ninety nine years, renewable forever, subject to the yearly rent of $53.66⅔, as by reference to a copy of said indenture hereinafter to be filed, will more fully appear, and that after the making and delivery of said lease to him, by this respondent entered upon and became possessed of said lots of ground and premises, and of the term of years therein granted to this respondent, under the said indenture of lease, and continuously thereafter, and thenceforth this respondent has continued and remained in possession of the said premises, and the term aforesaid, until and up to and inclusive of the 30th day of