

He avers that the premises conveyed by said deed, were purchased by him, *bona fide*, and absolutely, and without any trust or confidence expressed or implied for the benefit of the said Elizabeth. He denies that in making said conveyance, the said Elizabeth, or this defendant, had any view or intention of defrauding, delaying or injuring the creditors of the said Elizabeth or any of them, or of protecting said premises from their claims. On the contrary, he avers that the said Elizabeth was in good credit at the time of executing said deed, and he believes she was fully able to have paid all her debts. That he was placed in possession of said premises, and received the rents and profits thereof continually thereafter, until he sold and disposed of the same, which he did before the commencement of this suit, and before the death of the said Elizabeth.

He further avers, that confiding in her solvency, he continued to loan money to said Elizabeth, from time to time, until the 5th day of November, 1842, when upon settlement, she was found indebted to him on account of moneys loaned and advanced, and for moneys which had been loaned to her by the wife of the defendant, in the sum of \$ 21,500. For this very large amount, defendant thought it expedient to ask for security, and at his solicitation, the said Elizabeth executed the deed of mortgage of which exhibit, No. 2 is a copy. He admits, that at that time, the said Elizabeth was indebted to other persons, though to what amount, he was, and is yet, ignorant, but did not consider her in insolvent or failing circumstances. On the contrary, she was in good credit and in possession and ownership of property, which he believed was of greater value than the amount of her debts. He denies that in making said mortgage, he, or the said Elizabeth, was influenced by any desire or motive to protect said property to, or for said Elizabeth, against her creditors, or to defraud or delay such creditors, or in any manner to injure them. He admits that, after the execution of said mortgage, the said Elizabeth remained in possession of the premises until the 6th of December, 1842, when finding the interest was suffered to remain in arrear, he filed his petition in Baltimore County Court, as a court of equity,