

and on the same day obtained a decree for a sale of the mortgaged premises. And, subsequently, on the 16th of February, 1844, the said Elizabeth having determined to remove to the city of New York, and having no other means of liquidating the claims of this defendant, against her, proposed to respondent that he should purchase her equity of redemption in said mortgaged premises, to which proposition respondent assented, and it was agreed that he should pay her therefor, the sum of \$7,550, which was, as he believes, the full value of the said equity of redemption, and more than he would have given therefor, under any other circumstances. For the purpose of carrying out this agreement, the deed of the date last aforesaid, of which exhibit, No. 3, is a copy, was executed.

He avers that the consideration in said deed expressed, was, *bona fide*, paid and satisfied by him, to the said Elizabeth, in part by the discount of the balance of his account for interest, and for advances made by him to her, subsequent to said mortgage, being \$3,250, and the residue being \$4,500 in money, paid on the day of the execution of said deed. He avers that his only inducement to make this last purchase, was to acquire an absolute estate in the property mortgaged to him as aforesaid. He denies all motive, view or intention, thereby to protect said property, to or for said Elizabeth, against her creditors, or in any manner to defraud, delay or injure them; nor does he believe, nor has he any reason for believing or suspecting that said Elizabeth, in executing said deed, or either of the preceding deeds, was influenced by any such improper motive or consideration. He denies that she ever declared to him, or in his presence or hearing, that the said deeds or any of them were executed without consideration, and for the purpose of protecting said property from her creditors. He does not know, nor believe, nor has he any reason for believing that any such declarations were made by her to any other person or persons, and he is advised and insists that he has no interest in instituting any such inquiry since her declarations made either prior or subsequent to the execution of said deeds, if any such were made, cannot prejudice the title which he has acquired, as