

The defendant *Matthew Bennett*, in his answer, says, that he is in possession of a part of the ten acre lot, mentioned in the bill, which he holds under a conveyance from *Hagthrop* and wife, dated on the 3d of August, 1810. But this defendant too has left his answer entirely destitute of proof. The bill expressly alleges, that *Hagthrop* and wife, by deed dated on the 23d of December, 1819, leased a part of the lot on Alice-Anna street to *Matthew Bennett*. In relation to which this defendant says nothing in his answer; this allegation of the bill, as against him, must therefore be taken for true. He will be decreed to deliver up and reconvey all the property held by him to the plaintiff; and to account for the rents and profits of each parcel from the time he took possession.

The defendant *Nathaniel Chittenden*, admits, that he holds possession of a part of the lot on Alice-Anna street, to which he derives title through various mesne conveyances, from the late *John Hook*. He avers, that he, and those under whom he claims, were, all of them, purchasers for a valuable consideration without notice; but produces no proof in support of these allegations of his answer. He, therefore, will, in like manner, be decreed to deliver up and reconvey the property so held by him to the plaintiff, and be held accountable also for the rents and profits.

The defendant *James Hook*, on the 7th of February, 1823, filed his answer, as he says therein, to the amended bill of the complainant; but there does not appear to have been any amended bill put upon the record until some time after that day. There is, however, no charge whatever made against this defendant; and therefore the bill will be dismissed as to him with costs.

I have said, that the recital and proviso, of the indenture of the 17th of August, 1797, from *Anthony Hook* to *John Hook*, gave to that instrument the features and character of a mortgage. Consequently the original parties stood, and their legal representatives now stand in the relation to each other of mortgagor and mortgagee, or trustees and *cestui que trusts*. No acts or circumstances appear to have occurred to destroy the redeemable quality of that deed. *Hagthrop* and wife, as administrators of the late *John Hook*, have succeeded to his character of trustee. And the defendants, who all claim under them, except *Nathaniel Chittenden*, who deduces his claim from the late *John Hook*, being purchasers with notice, for so much as they respectively hold, stand charged with the same trusts.

The whole of the property mentioned in the bill has been conti-