

by way of mortgage or security, or to evade the claims of the creditors of Henderson & Rogers, or of either of them; that Henderson & Rogers, or either of them, were not indebted to him previous to the execution of those deeds; that he purchased those lots absolutely, for his own use, and paid for them out of his own moneys, that after he made the purchase, he improved one of them, by erecting additional buildings thereon, at his own expense, for \* which he never did charge Rogers; that after he had obtained possession of the lots, he leased one of them **60** for a term of years; and the tenants, not Rogers, erected on it a furnace which is of no use to him, Strike, and which the tenants have a right to remove; that after he purchased, Rogers never received the rents, nor paid the ground rents and taxes with his, Strike's, consent; that he never promised Rogers to reconvey the property to him on his repaying the purchase money: that he paid the whole purchase money to Rogers, and never paid any part of it to Jacob Small; that Rogers continued to occupy one of the lots after the execution of the deeds; and on his failing to pay the rent, he, Strike, distrained his property for the rent in arrear, and thus obtained payment; and finally, that he was appointed trustee under the insolvent laws for Rogers; but never, as such, received any of his property.

Upon this answer the defendant, Strike, rested his defence; he never asked or obtained leave to put in any other answer; nor did he in fact ever put upon file any paper purporting to be a further answer to this bill.

On the 30th of March, 1818, the defendant, John Rogers, filed his answer, in which he states, that he entered into a partnership with Robert Henderson about the year 1807 or 1808, which continued until the year 1811, when they failed; that he owes the plaintiffs, after deducting a small payment made to them, nearly six thousand dollars; that a few days after the failure of the firm of Henderson & Rogers, he executed the deeds exhibited as parts of the bill, to Strike, in order to secure the property therein mentioned for the benefit of the creditors of Henderson & Rogers, and of his own creditors, so as to save it from those who were the creditors of Henderson before the partnership, and also in trust to preserve the surplus for himself and family; that this was the understanding and agreement between him and Strike, who did not pay, or agree to pay any part of the money which was the nominal consideration of those deeds; that those deeds were entirely voluntary, and were not intended to operate as a sale, or to become such in any event, but were merely to remain as a trust; for the property thus conveyed was worth at that time, much more than the consideration money expressed in the deeds, and he had been offered four thousand dollars for it by these plaintiffs; that at the time he executed those deeds, neither he, nor the firm