

of Henderson & Rogers, owed any thing to Strike, nor were those conveyances * made in contemplation of future advances of money from Strike, although he afterwards received such advances from him; that in October, 1812, he applied for the benefit of the insolvent laws, and obtained a release of his person, and Strike was appointed his trustee, as being already in possession of the principal part of his property, but he has not since applied for or obtained a final discharge; that he himself continued to occupy one of the lots, on which there was a good dwelling-house, about eighteen months after the date of the deeds, without any agreement, or even suggestion, on the part of Strike, of his being under any obligation to pay rent for it; that the other lot, on which there was a small dwelling-house, was rented, and he received the rent for his own use for more than eighteen months, after the date of deeds, without any molestation from Strike; that he, this defendant, constantly paid the ground rent, taxes, and all other dues, incident to the ownership of those lots, during his residence in one of them, and for a long time afterwards; that during that period he borrowed of Strike, from time to time, about seventeen hundred dollars, and laid it out in erecting a furnace on one of the lots which he carried on about two years and a half in conjunction with McArdle & Coulson, to whom Strike granted a lease of it for ten years, reserving rent; that by the persuasion of Strike, he gave up to him the lot on which he resided, and removed to another house nearer and more convenient to the furnace; that before he left his house, being much embarrassed in his affairs, on the persuasion of Strike, he consented to a colorable distress and sale of his effects for rent; but that he continued to hold possession of the property, which he used, and afterwards sold as his own, without any claim being made by Strike; that about eighteen months after Strike had taken possession of the lot so delivered to him, he made some improvements on it, an account of the expenses of which, as charged to this defendant, together with the sums advanced for erecting the furnace, and some other small sums, amounting to about three thousand dollars, Strike shewed to this defendant, and assured him, as he had often done on other occasions, that on the payment of the amount, the property should be reconveyed. That this defendant afterwards tendered to Strike the whole amount, so claimed by him, and demanded a reconveyance of the property; but Strike refused to comply. And finally, this defendant consents, that the property be sold and the proceeds applied, under the direction * of the Court, to the payment of his just debts, reserving the surplus to him and his family, &c.

62 The plaintiffs having put in a general replication to those answers, a commission was issued to Carlisle in Pennsylvania, under which the deposition of one witness was taken, returned,