

contradict, add too, or vary the terms of a will, deed or other instrument." *Bend vs. The Susquehanna, &c. Co.*, 6 H. & J., 128; *Watkins vs. Stockett, ib.*, 435.

In this case, the transfer of the three stalls is absolute and unconditional, and if there was nothing in the answer of Mr. Fisher, to whom the transfers were made, and who acted as the agent of the bank in the negotiation with Suter, from which it could be fairly inferred that the object was to take security for money loaned, or to be loaned, it would fall within the general rule; and the transfer could not be qualified by the introduction of parol evidence, neither fraud nor mistake being alleged.

But, looking to the pleadings in the cause, and especially to the answer of Fisher, to the bill filed by Whyte, as the permanent trustee of Suter, to set aside the transfer as fraudulent in view of the insolvent laws, which answer is invoked in these causes, and has been read without objection, and there can, I think, be no doubt that the transfer of the stalls was taken as security for the repayment of the money due to the bank, and not absolutely by way of purchase.

The language of the answer is, "that the said sum of three thousand dollars was not *lent* specifically upon the security of the three stalls in different markets in the city of Baltimore, but on the joint security of said stalls and other property of said Suter, which, at the time was believed by this respondent, to be bound by said judgment, the object of the Bank and Suter being, as understood by the respondent, to *secure* not only the money then advanced, but the debt previously due the bank."

It, therefore, clearly appears, that the transfer of the stalls was taken as security for a debt, and whether to secure the specific sum of three thousand dollars loaned Suter at that time, or the entire debt of nine thousand dollars, for which judgment was confessed, still the intention of the parties was merely to give and to take, a security for a debt, and, consequently, the transaction must be treated accordingly—that is, the transfer must be regarded as a mortgage or pledge, to secure the payment of a debt, and not as passing the absolute title to the creditor.