

of money, applied to the defendant for a loan of the sum of \$500, offering to secure the same by a mortgage on said property. That defendant agreed to lend Davis that sum, and had a deed of conveyance therefor prepared, which deed, Davis then supposed was a mortgage in the usual form, but which was, in fact, an absolute deed of assignment, with no clause of defeasance inserted, and which, without having been read to him, Davis, partly from ignorance of the forms of legal instruments, and partly because of his great pecuniary distress, signed, having implicit confidence in the defendant. That the consideration expressed in the deed, is the said sum of \$500, which Davis received expressly as a loan, and which was so intended at the time by both parties. That Davis, from that time up to the period of his insolvency, occupied said lot and dwelling, as the owner thereof, and made such repairs and improvements thereon as he chose, and in no respect demeaned himself as a tenant, nor did the defendant pretend to him, or claim to be the landlord thereof. That Davis, up to the year 1844, paid all the taxes thereon, and the property remained in his name on the tax books of the collector of taxes, and was assessed to him as the owner.

That prior to the application of Davis for the benefit of the insolvent laws, the defendant never paid, or assumed to pay, any demands upon the property, or looked after it as the owner, but always on the contrary, expressed himself to Davis as a mortgagee, and the property was returned in his schedule as the property of Davis, subject to the said mortgage. That during this time, Davis made two payments, on account of interest on said loan, one of \$100, on the 25th of September, 1841 and another of \$50, on the 25th of December, 1844, which payments were demanded by the defendant as interest money, but for which Davis gave receipts as for rent. That since said application, the defendant, for the first time, pretended to be the owner of said house and lot, relying upon the said deed. The bill, then charges, that this deed is fraudulent and void, and was obtained by the defendant with a fraudulent design of setting it up as an absolute conveyance, contrary to the express