

The answer of Grover which was filed on the 10th of June, 1842, states that he, Grover, purchased the farm of Rebecca Carter, for \$25 per acre, making the total purchase money about \$4275. That he paid in money about \$1500, which sum he borrowed from the defendant, McColm, and by a small house which he conveyed to said Rebecca, \$700. Respondent, also, on account of said purchase, built two houses for said Rebecca at a charge of \$1800, of which sum, McColm advanced him between \$1000 and \$1100. That no other satisfaction was made by him on account of said purchase money. That being indebted to McColm for the said advances, and for other moneys to a large amount, respondent, in satisfaction of his indebtedness, agreed with McColm to cause said farm to be conveyed to him, together with the stock and farming utensils thereon, he, McColm, paying the balance due for said purchase, amounting to about \$1400, that according to this agreement, the deeds above mentioned were executed without any such fraudulent purpose as charged in the bill. This answer also states that he, Grover, has remained in possession of said farm as the tenant of McColm. That said McColm purchased said property, fairly and *bona fide*, and that defendant has no interest therein, "and no right to claim a reconveyance thereof except so far as said McColm may think proper to reconvey them to defendant, on payment of all that this defendant owed him, on every account, and that may remain unsatisfied; the said McColm having, *after* the said conveyance of the farm and chattels, so *promised* to said defendant, but without any such view to reconveyance, or any terms to that effect, or on that subject, having been a part of the agreement, under which the said conveyance was made to said McColm." He admits his application for the benefit of the insolvent laws, and also that at the time said conveyances were executed, "he was indebted considerably."

It was proved on the part of the complainants, by many witnesses, that Grover had been in possession of the farm and stock and utensils thereon, from the 26th April, 1839, up to the present time, and so now continues. That he had and has ap-