

was to be paid. The bill then prays for a decree to sell the land to pay complainant's claim, and for general relief.

The answer of Bryan admits the execution of Exhibit A, the mortgage of the property by Hobbs to him, and his purchase at sheriff's sale, as charged in the bill, but avers that he did not know at or about the time of the execution of Exhibit A, nor at any other time, until a short time before the sheriff's sale, of the existence or pretence of the claim thereto by complainant, of the covenant or agreement set forth in Exhibit B. That he believes Exhibit B was set up by complainant a short time before the sheriff's sale, and then claimed to have been executed at or about the time of the execution of Exhibit A. That he did not know and never heard, at or about the time of the execution of Exhibit A, that Hobbs was to pay an annual sum equal to the interest on the purchase-money, and the principal thereof to complainant's children after her death, nor did he know, nor was he afterwards ever informed, until a few months before the sheriff's sale, that the purchase-money had not been paid by Hobbs, according to the acknowledgment in Exhibit A. He admits that some months before the sale, complainant did allege that the purchase-money had not been paid by Hobbs, and some time after this conversation with complainant, he learned for the first time that she claimed any other consideration than that mentioned in Exhibit A. He admits that he heard, some short time after the execution of Exhibit A, rumors or reports of a consideration different from that therein expressed, but the consideration so reported to defendant was totally different from that contained in Exhibit B, and when this report reached him he inquired of a person who was present at the execution of the deed, if such a consideration as that reported was the true one, and was answered in the negative, and made no further inquiry on the subject. That on the faith and credit of his title to said land he had made large advances to Hobbs, and become security for him for large sums, and he charges that the suppression of said contract, if it were made, was in fraud of his creditors, and particularly of defendant. That the claim of such a covenant as