and the defeasance was omitted or destroyed by fraud or mistake. 2 *Kent's Com.*, 142, 143; *Henderson* vs. *Mayhew et al.*, 2 *Gill*, 393. But it is likewise undeniably true, that unless accident, fraud, or mistake can be shown, or in case of trusts, parol evidence cannot, either at law or in equity, "be admitted, to contradict, add to, or vary the terms of a will, deed, or other instrument." *Bend* vs. *The Susquehanna Bridge Co.*, 6 *H. & J.*, 128; *Watkins* vs. *Stockett*, *ibid*, 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 a 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 case, 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 money due the Bank, and not absolutely by way of purchase. The language of the answer is, "That the said sum of $3,000 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 this 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 $3,000 loaned Suter at that time, or the entire debt of $9,000, for which the judgment was confessed, still the intention of the parties was surely to give and to take a security for a debt, and consequently the transaction must be