

and reserving to herself now, and at all times hereafter, all and all manner of benefit and advantage of exceptions to the manifold uncertainties and imperfections in the complainant's said bill of complaint contained, for answer thereunto, or to so much thereof as materially concerns these defendants, to make answer unto the said defendant *Lydia English*, answereth and saith, that she admits," that *James M. Lingan*, by deed bearing date on the 8th of May, 1807, conveyed to *John Henderson* the tract of land as mentioned by the plaintiffs; that *John Henderson* died intestate leaving the heirs, and that administration was granted on his estate as stated by the plaintiffs; but, that no final account hath been passed, by which she can ascertain whether the personal assets of the intestate are sufficient to pay all just debts against his estate. She further alleges, that about the first of December, 1798, *James M. Lingan*, being possessed of a grist and saw-mill, and other improvements, and of land adjacent, agreed with *John Henderson* to carry on the same in partnership; which *John Henderson* carried on from that time until some time about the year 1807; by which considerable profits were made, which came to the use of *James M. Lingan* in his lifetime; that *Richard Henderson*, the father of *John Henderson*, died, leaving five children, *Janet*, the wife of *James M. Lingan*, *John Henderson*, *Sarah Henderson*, *Arrianna Sims*, and *Ann Henderson*; and was at the time of his death possessed of a large real and personal estate; upon which *James M. Lingan* and *John Henderson* took out letters of administration of the personal estate jointly; that *James M. Lingan* had possession, under those letters, of all the intestate's personal estate; collected the whole of the debts, and enjoyed the benefit of the commissions allowed for administering the estate, which amounted to a considerable sum. The defendant *Lydia* further answering, says, that *John Henderson* has never yet received any part of what he was entitled to from *Richard Henderson's* estate, but that the same has remained in the hands of *James M. Lingan*. She admits such an instrument of writing as that of the 10th of June, 1807, mentioned in the bill, was executed by *John Henderson*; but she understood, that the land was to be accounted for in the general settlement of accounts between them at the price for which they had agreed; that in the settlement of the account was to be included, not only the concerns of the partnership in which they were concerned, but also the accounts of the administration of the estate of *Richard Henderson*, and the proportionable share of that estate to which *John Henderson* was entitled.