

aforesaid, *bona fide*, and for a fair and valuable consideration. He denies that he has repeatedly, or at any time since he acquired title as aforesaid, admitted that said property did not belong to him, but that he held the title nominally to protect it from the creditors of the said Elizabeth. He denies that he ever executed before William A. Schaeffer, or any other person, an instrument of writing by which he acknowledged that he had no legal or just title to, or that he held all of said property, or any part thereof, for the benefit of said Elizabeth, or that he had only a lien thereon for a sum less than is mentioned in said deeds, on the contrary, he has at all times insisted and yet insists on the validity of his own absolute title, acquired as aforesaid. At the same time, he admits that at or about the time of executing the last of said deeds, he did verbally promise that he would re-sell the property therein described, to said Elizabeth, at any time she should become able and willing to repay him the moneys he had advanced her as aforesaid.

He further admits, that at the time the lost deed was executed, it was agreed between said Elizabeth and himself, that she should retain possession of all the property included in exhibits 2 and 3, until she should make all her arrangements for her proposed change of residence. She was to hold the same as tenant to this defendant, at a certain money rent, and was to pay off all arrears of taxes, ground rents, and premiums of insurance which should become payable during the said tenancy. The arrears of taxes were properly payable by her out of the purchase money agreed to be paid to her for her equity of redemption, and that it was for her ease and convenience that respondent agreed it should be paid as aforesaid. That in execution of this agreement, said Elizabeth retained possession of the premises, and paid the taxes, ground rents, and premiums of insurance as stated in the bill. That after her removal from the city of Baltimore, she admitted one Elizabeth Boyle into possession of said premises as her partner, agent, or under tenant, but he insists, that said Osborne continued his tenant, and as such remained liable to him for rents until the month of March, 1845, at which time, it was agreed between the said Osborne, Boyle