

she joined in this bill, and whether she seeks to invalidate the release executed by her as aforesaid, and whether it is her purpose, notwithstanding this release, to take the property of her half-sister Henrietta to pay the debt which her father once owed her and which she released, as above stated.

They then aver that the debt, if any, was due and payable on the 9th of March, 1834, and long before that date; and that the same not having been demanded within three years after the same became due, is wholly barred by the statute of limitations, which they accordingly plead; and in conclusion, sum up their answer as follows:

“*First.* That the property mentioned and described in the deed of trust, from Mitchell to the defendants Kennedy and Glenn, was originally derived by the said Mitchell from the defendant, Henrietta Bedford, upon a false and fraudulent pretext of marriage, and that consequently both the original deed to Mitchell, and Mitchell’s deed to the defendants, Kennedy and Glenn, were void. This consideration was the ground upon which the case in Chancery to set aside the deed was settled, the suit withdrawn, and the property reconveyed by Kennedy, Glenn and Mitchell, to the said Henrietta.

“*Second.* That there was nothing in the deed of trust to prevent the parties thereto from conveying the property to the said Henrietta, she agreeing on her part to meet any engagement which the trust might have created, if it were valid.

“*Third.* That there is no just claim on the part of the complainants, the same having been released. That said release is intentionally kept out of view by the complainants, and that the complainant, Maria, does not voluntarily concur in this suit to invalidate said release.

“*Fourth.* That the claim of the complainants, if they ever had any, is barred by limitations and cannot be recovered.”

The *documentary proof* in the case, consists of the various deeds referred to in the bill and answers. 1st. The deed of the 23d of March, 1825, “between Henrietta A. Mitchell, otherwise called Henrietta A. Bedford” and Richard Bennet Mitchell, by which the former conveys to the latter, in fee