

assignment to them having been accomplished, they are now to be regarded, and did in fact become, trustees for the benefit of the heirs of said Gibbons—that, nevertheless, on or about the 13th of January, 1812, they entered into a bond of conveyance to a certain William West, to convey to him said property for the sum of \$4000, payable, one-third in cash, and the residue in six and twelve months, and did accordingly receive said purchase money in full when due, and afterwards, in January, 1821, conveyed the property to said West.”

That by reason of these circumstances, the female complainant became entitled to receive from Schwartz and McDonald said sum of money, which, notwithstanding they have refused to pay, and then the bill prays, that the parties may be compelled to account and pay, and for general relief.

The answer of Schwartz admits that the defendant, McDonald and himself, did lend to Gibbons the use of their names, to enable him to purchase the property, and that the bond of conveyance was assigned to them by way of security, to indemnify them against loss. And he insists that during the life of Gibbons, and after his death, he paid large sums of money for debts contracted by him for the purchase of the property, and for other purposes.

He denies that the bond of conveyance from Corry was assigned to him and his co-defendant, for the purpose of paying the debts of said Gibbons from the rents and profits; and he avers, that Gibbons occupied the property until his death, and that his widow and children resided thereon, from the time of his death until the time of the sale thereof. He admits the sale to West as charged, but insists that he advanced and paid more money for Gibbons than he received from West, and he pleads and relies upon the statute of limitations as a defence to the bill.

The answer of the executor of McDonald, admits the execution of the deed of the 15th of March, 1811, from Corry to Schwartz and his testator, and that they on the 13th of January, 1812, executed a bond of conveyance to West, for the property, and conveyed the same to him in January, 1821; but of