

cer,) Charlotte Spencer, and Sarah Rebecca Marriott; and an injunction was ordered by the Chancellor, as prayed.

The answer of Charlotte Speneer, admits her marriage with, and the death of Abel Spencer, as alleged, and the grant of letters of administration on his estate, to the complainant. The execution of the mortgage, by Waters, to Sarah Rebecca Marriott, is also admitted, but the respondent denied that her husband only discovered the mortgage after its execution; on the contrary, she avers, that he knew of, and agreed to, and advised her to lend the money and take the security. Defendant expresses her belief, that her husband never did forbid the said Waters to pay the money due upon the mortgage, unless he may have done so when in a state of intoxication, and deprived thereby of his reason. The answer also denied, that the money loaned upon the mortgage was the property of her said husband; or that, to any extent, it had been covertly, or in any other manner, taken from him, or kept from his knowledge; on the contrary, she avers, that he was fully aware of her having it, and that it was her separate estate. That it was held, claimed and directed by her, as such, with his full and unqualified approbation and consent. The answer, then, by way of expressing fully, the mode in which she came to be in possession of the money loaned Waters, proceeds to state, that prior to, and at the time of her marriage with Abel Spencer, in 1825, she had, of her own property, and in her own right, the sum of about six hundred dollars, which, at the period of her marriage, was in the hands of Dr. John Cromwell, as a loan from respondent. That after her marriage, the said sum, with the interest thereon, making altogether about seven hundred dollars, was, with the consent of her said husband, and by arrangement and understanding between her and her said husband, lent on interest, to the late Edward Priestly, in the name of Sarah Rebecca Marriott, as trustee for this respondent, and as her separate estate. That the said sum, was, with the accruing interest, placed afterwards in other hands, until, finally, the said Waters, applying to the defendant for a loan on mortgage, and her said husband advising and consenting to it, the