

1853. "And this defendant further, speaking in manner  
 ~~~~~ aforesaid, saith that the said *Matthews* received possession of the said property not long after the execution of the said assignment, and remained in such possession until his death, which took place on the twenty-second day of June, one thousand eight hundred and fifty. And this defendant saith she hath been in possession thereof ever since, for the benefit of the persons therein interested, under the will of the said *Matthews*. And this defendant, further speaking in manner aforesaid, saith that the taxes on the said premises were during the same period paid by the said *Matthews* in his lifetime, and by this defendant since his death, for the benefit of the persons interested under his will. And this defendant further saith that, so far as this defendant hath been able to discover, the said *Alfred* did not make any claim to any equity of redemption in the said property for some time before his bankruptcy, and did not claim it at the time of his bankruptcy, and that it was never claimed under his bankruptcy until some time after the death of the said *Matthews*; that in case it should appear that by the original agreement the said assignment was intended more as a security for a loan (which this defendant believes to have been the case) the equity of redemption therein was, this defendant hath no doubt, subsequently disposed of to the said *Matthews*, and thus put an end to by mutual agreement. And this defendant relies on the Statute of Limitations as constituting a bar to the plaintiff's claim; and also relies on the lapse of time and the acquiescence of all parties as constituting such bar independently of the Statute of Limitations.

Statement.

"And this defendant further, speaking to the best of her information and belief, saith, in regard to the west part of lot No. 17, on the north side of Dundas street, in the town of London, that the said *Matthews* bought, and received a conveyance of, the same on or about the twenty-ninth April one thousand eight hundred and forty-two from one *Aby B. Jones* and his wife, the said *Aby* being the owner thereof in fee, subject to a mortgage previously executed thereon to *George J. Goodhue*, and another mortgage to the said *Matthews*: the latter being for the sum of two hundred pounds, of which the sum of one hundred and ten

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