

pounds four shillings and sixpence was received in cash by said *Aby*, and the residue was for a debt of the said *Alfred*, who is a brother of the said *Aby*. That the said purchase expressly embraced, and was by all parties intended to embrace, and understood as embracing, the building in the said bill mentioned as well as the land; that the consideration for such purchase was three hundred and fifty pounds, and was the full value of the building and land together, and would have been far too much for the land without the building; that the said *Alfred* knew of the sale, while the same was matter of negotiation between the said *Aby* and the said *Matthews*, and at the time the same was completed, but never forbade the sale nor pretended that the same should be subject to his claim for the building, or that the said *Matthews* should either pay or be accountable to him therefor. And this defendant believes no claim for the value of the said building was ever afterwards made by the said *Alfred*, nor by any other person, until long after the death of the said *Matthews*. That in October, one thousand eight hundred and forty-four, the said building was destroyed by fire. And this defendant insists that the claim now made in respect thereof, if it could ever have been sustained, has become barred by the Statute of Limitations, and also by the lapse of time independently of that statute.

1853.

Matthews
v.
Holmes.

Statement.

"And this defendant relies on every other objection to the plaintiff's claims in respect of all the matters referred to in his bill, which the facts of the case and the evidence in relation thereto may warrant. And this defendant verily believes the claims set up in the said bill are trumped up claims, for which there is no foundation in equity or in law: and which the said *Alfred* hath induced the said plaintiff to put forward, in consequence of the property which the bill seeks to redeem having very lately risen in value, the same being near the intended railroad depot; and that this suit is really for the benefit of the said *Alfred*."

The decree of the Court below declared the assignment a security, and directed a reference to the Master at the town of London, to "take an account of what (if anything) is due and owing to the defendant for principal money and interest, on the