June Term 1862

It is agreed that the Written Statements of the Value of "Nevington" shall be received in this cause as Evidence as if they were given under the commission.

W J Brent for defendants
H G N Fenwick.
J Meredith for Complainant

Whereupon for that the Court here is not yet advised to give its judgment of and upon the premises aforesaid, day therefor is given to the said parties to hear thereof its judgment until the second Monday in July then next to. At which said second Monday of July to wit in the year last aforesaid come again into Court here the parties aforesaid by their Solicitors aforesaid, Whereupon for that the Court here is not yet advised to give its judgment of and upon the premises aforesaid day therefor is given to the said parties to hear thereof its judgment until the second Monday in September then next to. At which said second Monday in September to wit in the year last aforesaid come again into Court here, the parties aforesaid by their Solicitors aforesaid. Whereupon for that the Court here is not yet advised to give its judgment of and upon the premises aforesaid, day therefor is given to the said parties to hear thereof its judgment until the second Monday in November then next to. At which said second Monday of November to wit, in the year last aforesaid come again into Court here the parties aforesaid by their Solicitors aforesaid. Whereupon, all and singular the premises, whereof the said parties have put themselves upon the judgment of the Court here being by the Court here seen heard and fully understood and mature deliberation thereupon had the Court here filed in said cause the following Opinion in writing and decree,

Daniel B Banks and John Stewart
vs.
Nathaniel Williams and Joseph B Williams Trustees and others.

Circuit Court for Baltimore City
Transferred from the Superior Court of Baltimore City November Term 1854.

The Complainants, alleging themselves to be creditors of Hannah K Chase

June Term 1862.

late of the City of Baltimore deceased have filed a creditors Bill for the purpose of vacating and setting aside a deed of trust Executed by the said Hannah to the said Nathaniel Williams and Joseph B Williams on the 7th day of August 1844 conveying to them all her property and Estate of every description reserving to herself during her life the rents and income thereof and after her death a trust for the uses and trusts as of her last Will and testament, and three Codicils to the same the Will bearing date the 10th day of December 1836 and the third Codicil the 13th day of May 1844. The Bill asks to have the said deed of trust declared fraudulent, void and Void as against her creditors who were such at the time of its execution, as well as against all her subsequent Creditors, because it was made by her with intent to hinder, delay and defraud her said Creditors, and to shield her said estate against liability for debts which she owed at the time of its date, and others which she might thereafter contract.

The trusts upon which the trustees were directed to hold his Estate after the death of Mrs Chase were for her nearest relatives - her daughter and grandchildren, and in regard to them were Voluntary trusts. From this description shall be excepted one of the trusts which is declared in a Codicil added to her Will on the 9th day of June 1841 in which she recites that she was then liable for the payment of large sums of money on account of her grandson William Chase Barney, the payment of which I am gradually effecting during my life, which may not be wholly accomplished before my death I direct my said trustees to hold the other moiety half of Nevington and of a ground rent of $43.50 cents in trust to apply the rents issues and profits of the said half in the first place to the payment of any balance of money due and owing from me at the time of my death for and on account of my said grandson".

The testatrix in her Will had devised in trust for the said William Chase Barney the other half of "Nevington" and of the said ground rent. And in the Codicil first referred to she revokes this devise