William Woodville & Sons Samuel Harris Thomas C Harris Richard H Harris and Henry T Harris partners trading as Samuel Harris William McKim Charles Hinkley and Herbert McKim partners trading as McKim and Co Jamsen & Scott and Roseber & Scott partners trading as Jamsen Scott & Son William T Dalrymple James H Carter and Jerah Jones partners trading as Josiah Law and Company Thomas William Hall William Key Howard William Gilmor Hoffman and Lloyd N Rogers for and on behalf of themselves and all other creditors of Reed Easton and Company of the City aforesaid who being in like and equal Equity with these Complainants may make themselves parties to these proceedings by contributing to the expense thereof respectively shewth.

That a certain Seth Reed Levi Easton and William T Burgess of said City partners engaged in business in the City of Baltimore under the name and firm of Reed Easton and Company being indebted to your Orators and also in said City in the summer of the year 1856 in very large amounts to the extent of Fifty or Sixty thousand dollars or thereabouts more or less, did on or about the Month of June last entered into an arrangement with your Orators and their said other creditors whereby they did agree to give and did actually deliver to your Orators and their said other creditors the promissory Notes of Reed Easton and Company payable to endorsed by a certain Hezekiah Easton the brother of the said Levi dated as your Orators believe for the most part of it altogether on or about the 25th day of July 1856 and payable at different times for different amounts extending as your Orators believe in many cases down to the period of Eighteen Months from the said last mentioned date in some cases extending as far as twenty four months from said date all bearing interest and maturing as aforesaid at different intermediate times all of which your Orators at the proper season will more particularly and in detail Exhibit and prove to your Honor. And your Orators aver that if the promissory Notes so as aforesaid endorsed and delivered to your Orators in many hard already matured and were not paid when they became due, except in part, leaving a large balance unpaid for which your Orators and others agreed to renew the said Notes so fallen due and your Orators aver and charge that of the said Notes so renewed and which have since lately matured, none have been paid, so that over and above the great back debt of said Notes not as yet matured, your Orators aver that they and the other Creditors aforesaid hold renewal Notes as aforesaid now due and unpaid to a large amount drawn and endorsed as aforesaid and bearing interest from their date, And your Orators aver that your Orators William Woodville & Sons hold of the Notes aforesaid to the amount of Twenty Six hundred dollars or thereabouts with interest of which $327 7/100 or thereabout are now due and unpaid. And your Orators Samuel Harris & Sons hold of the same about twenty five hundred dollars with interest of which $331.50 or thereabouts are now due and unpaid – And your Orators McKim and Company hold of the same about $521 or thereabouts And your Orators Jamsen & Scott & Sons of the same $36.00 or thereabout with interest of which the sum of $239.23/100 is due and unpaid,

And your Orators Josiah Law & Company hold of the same $1314 96/100 or thereabouts of which $202 27/100 or thereabouts is due and unpaid,

And your Orators Thomas W Hall hold as $11500 thereof or thereabouts of which $700 or thereabouts is due and unpaid. And your Orator William Gilmor Hoffman hold of the same $1000 or thereabouts of which $205 or thereabouts is due and unpaid and your Orator William Key Howard holds of the same $3500 or thereabouts of which $342 96/100 or thereabouts is due and unpaid. And your Orator Lloyd N Rogers holds of the same $3500 or thereabouts of which $225 or thereabouts is due and unpaid. And your Orator Lloyd N further aver and charge that the said Levi Easton, after the execution of the original promissory Notes aforesaid and their delivery to your Orators and others the Creditors of Reed Easton & Company to wit on or about the 11th day of August 1856, did make and execute and deliver to his said brother Hezekiah Easton, a certain Mortgage of indemnity among the land records of Baltimore City in Liber E D 101 folio 522 a copy whereof your Orators will in due season produce and prove, whereby he did convey by way of Mortgage to the said Hezekiah certain valuable real estate in Baltimore City and Washington County Maryland to indemnify and save harmless the said Hezekiah for and on account of the said Hezekiah aforesaid endorsement of the promissory Notes originally given to your Orators and others as aforesaid and all renewals thereof all of which will appear more fully and in detail by reference to the said Mortgage when the same shall be exhibited to your Honor And your Orators aver and charge that by the rules of Equity in such cases applicable they are entitled as are all other the Creditors of Reed Easton & Company holders of said promissory Notes and renewals to be instituted to the said Hezekiah in the benefit and advantage of the said Mortgage of indemnity or to have the Mortgage property aforesaid applied to the payment of their debts as aforesaid secured by the endorsements against which said Hezekiah is indemnified thereby. And your Orators further charge that they never lately have discovered that the said Levi Easton prior to the execution of the said Mortgage to him on or about the 13th day of May 1856 by deed recorded in Liber E D aforesaid of this 520 of which your Orator will in due course of pleading and have a certified Copy to be taken as part hereof, did convey the same real Estate Mortgaged by the said last mentioned Mortgage of indemnity to his said brother Hezekiah Easton to secure and allayed indebtedness of said Reed Easton and also said Hezekiah of $45.025 comprised of $15000 cash and certain stocks and bonds valued in said Mortgage at $30,025 that in said Mortgage it is averred now loaned by the said Hezekiah to said firm of Reed Easton and Company. And your Orators are credibly informed and verily believe and therefore charges that no such money and no such stocks and Bonds ever in fact loaned to Reed Easton and Company by said Hezekiah Easton and that no such indebtedness of Reed Easton and Company to said Hezekiah ever exist or ever did exist and that said Mortgage was and is altogether without consideration and was and is utterly fraudulent and void, And your Orators aver and charge that the said stocks and bonds in the said Mortgage valued at $30,025 if they were in fact ever loaned to Reed Easton and Company were at no time from the formation of the Partnership of Reed Easton & Company down to the execution of said Mortgage and since never have been of greater value than $5000 or thereabouts at the most in the Market and that the valuation put upon them in the said Mortgage is utterly fictitious and fraudulent and they claim the right even if the said Mortgage be in any way upheld as valid, to redeem the same