June Term 1828.

Hebb was fully acquainted with his intention and the said Hatton consented to hold the bond and receive the money in trust for your said complainant Eliza During her natural life altho he now denies it and subject to her disposition by will that since that time the confidence which your complainant then placed in the said Hatton has been destroyed and they feel extremely uneasy about the safety of said money your complainant believe that the said Peter D Hatton is worth very little and that if he should receive the said money it would be appropriated to his own use without any regard to the trust reposed in him. Indeed your complainant have reason to believe that he has already assigned over the said bond in a purchase he has made of late by which the ends the object for which it was given will be entirely frustrated. Your complainant state that there was nothing said about the trust in the bond but was well understood by the parties to be given for that purpose that the said Peter D Hatton agreed with the aforesaid Gustavus that he would hold it in trust for the said Eliza that the said William Hebb knew it also. In tender consideration whereof in as much as your complainant have relief nowhere but in Equity, Your complainant pray that some other person may be appointed by the Court to receive the money and the present trust discontinued. That the said Peter D Hatton and William Hebb may be compelled to answer upon their respective corporal oaths whether the said sum of two thousand dollars was not due from the said William Hebb to your aforesaid complainant Gustavus R Brown and whether the said bond was not given by the said William Hebb to the said Peter D Hatton at the request of the said Gustavus and for the purpose aforesaid mentioned, and whether at the time of execution of the aforesaid Bond the said Peter D Hatton did not acknowledge and particularly to the aforesaid William Hebb that he was to hold the bond and receive the money when due in trust for the said Eliza, and that the said William Hebb and Peter D Hatton may be compelled to answer to the premises as fully as if they were again herein interrogated — And your complainant pray — honors that an injunction & subpoena may issue directed to the said William Hebb commanding him to retain in his hands the aforesaid sum of money and directing him not to pay it over to the aforesaid Peter D Hatton or to any person that the said Peter D Hatton may have assigned it to. And that an injunction & subpoena may issue commanding the said Peter D Hatten to refrain from any legal step for the purpose of recovering the said money, and that your honors will grant him this and such other relief as the nature of this case may admit of and the Justice and Equity of it may require and your complainants will as in duty bound ever pray &c.

Alex. Mundell for the Complainants

Maryland Prince Georges County Sct.

On this fifteenth day of December in the year of our Lord one thousand eight hundred and twenty one personally appeared before me the subscriber one of the Justices of the Peace for Prince Georges County the above mentioned Gustavus R Brown and Eliza his wife and made oath on the Holy Evangelists of Almighty God that the facts contained in the above bill are true to the best of their knowledge and belief.

Witness my hand C. L. Jones

accompanying which bill of complaint is the following order to wit:

June Term 1828.

Issue Injunction & Subpoena the Injunction to go as prayed except so far as it prays that Peter D Hatton one of the Defendants his assignee may be restrained from taking legal measures to recover the debt mentioned in the bill from William Hebb the other Defendant.

Dec. 24th 1821. Edmund Key

Whereupon accordingly issues subpoena in the usual form returnable the first Monday in April next, and an injunction in the words following. Maryland Prince Georges County set.

The State of Maryland to William Hebb and Peter D Hatton, Greeting. Whereas Gustavus R Brown & Eliza his wife hath exhibited to the County Court of Prince Georges County as a Court of Equity his bill of complaint against you the said William Hebb and Peter D Hatton for relief in Equity and to prohibit and enjoin you the said William Hebb from paying over to you the said Peter D Hatton but to retain in your hands the sum of money for which you the said William Hebb executed your bond to you the said Peter D Hatton some time in the month of November in the year of our Lord one thousand Eight hundred and twenty or from paying the same to any other person to whom the said Peter D Hatton may have assigned the said bond until the matter in ___ premises shall be heard in Equity — You the said William Hebb and Peter D Hatton are therefore hereby commanded and strictly enjoined henceforth from paying the said sum of money in the condition of the aforementioned bond specified until the further order of this Court in the premises. Witness the Hon'ble Edmund Key one of the associate Judges of the first Judicial District the 24th day of December in the year of our Lord one thousand Eight hundred and twenty one.

Seal

Issued the 2nd of Jany 1822. Ag. Beall Clk.

At which said first Monday in April one thousand Eight hundred and twenty two come again into our said County Court as a Court of Equity the said Gustavus R Brown & Eliza his wife by their Solicitor aforesaid and the Sheriff of the County aforesaid to whom the said process was delivered returns the same as follows to wit. to the subpoena "Sum^d Geo H Lanham Shff

and to the injunction" served Geo H Lanham Shff

And the said William Hebb and Peter D Hatton appear in Court here by Enoch Magruder Esquire their Solicitor, and thereupon the said Peter D Hatton one of the said Defendants by his said Solicitor files in Court here his answer to said Bill and which is in the words and of the tenor following to wit

To the Honble The Judges of Prince Georges County Court, sitting as a Court of Chancery — The answer of Peter D Hatten to the Bill of Complaint of Gustavus R Brown against the said Peter D Hatton and William Hebb — This Defendant now and at all times hereafter saving and reserving to himself all manner of advantage and benefit of exception and otherwise that can be had or taken to the many untruths uncertainties insufficiencies and imperfections in the said Complainants said bill of Complaint contained for answer thereunto or to so much and such part thereof as is material for this defendant to make — unto he answers and says that it is untrue as stated in the Complainants said bill of Complaint that William Hebb executed to him his bond for two thousand dollars he acknowledges, that he was present some time in November 1820 when the said William Hebb gave the Complainant Gustavus R Brown his promissory note for 2000 dollars made payable at the request of said Gustavus to this defendant but this defendant has not come into possession of it at that time nor does he know with what view the complainant had it drawn payable to him unless with some sinister and fraudulent intention towards his creditors (as he was at that time very much involved) which in no manner concerns this defendant he