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deponent how much money he wanted deponent replied that he wanted twenty five hundred dollars on the property described in the mortgage Neff then stated that the sum was large and as much as the property was worth to which deponent replied that property in that neighborhood was improving and that he was desirous of obtaining that sum. That the mortgage and note marked Exhibit Nos and Nos 2 were then given and the Policy issued and the premium paid and deponent then by direction of said Peter Neff took said Policy to the Maryland Savings Institution and placed it in the discount Box and upon calling the next day he was informed that the same had been discounted. That a day or two before his note fell due he went to the Insurance Company and gave a new note and received an other policy which he again placed in the Maryland Savings Institution for discount where it was discounted. That when he made this renewal of his note he asked for his first note but was told by the Insurance Company that they always retained the note with the mortgage and they accordingly retained it. Said Neff was a director in the Maryland Savings Institution at the time this transaction took place (Complainants Solicitor admits such to be the fact.)

1st. To the 1st cross interrogatory he answers that he lives in said house has lived in it ever since he gave the Mortgage and he has never paid any rent to any one. No one except himself has ever paid any ground rent all taxes.

To the additional Interrogatory on the part of the defendant he answers That he has no agreement with his brother in regard to said property.

Here the commission was closed. In witness whereof I hereunto subscribe my name and affix my seal on this 21st. day of April 1842.

Jno. Barker, Comm.r (Seal)

No 3 2500 2500

United States Insurance Co. — Twenty five hundred

Policy No. 494 In consideration of securities deposited and of the premium paid them. The United States Insurance Company of Baltimore guarantees to the bearer the payment of the said sum of two thousand five hundred dollars on the 17th January 1834 on presenting of this Policy for payment at their office. Baltimore July 11th 1833.

Jno. I. Atkinson, Sec.y. Peter Neff, Pres.t

Endorsed. For value received I hereby guarantee the payment of the within Policy.

J. H. Hopkins.

No 4 Dollars Baltimore January 13th 1834.

Six months after date I promise to pay to the United States Insurance Company of Baltimore or order two thousand five hundred dollars, for value received. due 13/16 July) James Hopkins

The Exhibits referred to in the aforegoing return are inserted as Exhibits to the Bill of Complaint in this cause. The said cause thus standing was continued until the May Term of the said Court in the year of our Lord one thousand eight hundred and forty two and on the twelfth day of July in the year aforesaid and during the said term the parties aforesaid by their solicitors aforesaid filed in said cause the following agreement to wit.

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It is agreed that the acts of the incorporation of the Maryland Savings Institution and of the United States Insurance Company may be read from the printed volumes of the acts of Assembly as evidence in this cause.

Geo. M. Gill, Sol.r for Defts. I. Glenn, for Pltff.

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Which being read and heard the Court passed the following decree, to wit: In Baltimore County Court sitting as a Court of Equity. May Term 1842. The above cause standing ready for hearing and being submitted after argument by counsel for the respective parties the Bill and all of the other proceedings were by the Court read and considered. It is therefore this twelfth day of July in the year eighteen hundred and forty two by Baltimore County Court adjudged ordered and decreed that the property in the proceedings mentioned be sold unless the defendants or some one on their behalf shall pay to the complainant or bring into this Court to be paid to them on or before the first day of August next the mortgage debt alledged in the bill to be due and interest thereon and costs of this suit. That John Glenn be and he is hereby appointed Trustee to make said sale and that the course and manner of his proceedings shall be as follows, he shall first file with the clerk of this Court a Bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court, or some one of the Judges thereof in the penalty of five thousand dollars conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises he shall then proceed to make the said sale having given at least three weeks notice by advertisement inserted in such news paper or news papers as he shall think proper of the time place manner and terms of sale which shall be one fourth in cash and the residue in six twelve and eighteen months with interest from the day of sale the credit payments to be secured by notes with endorsers or enhobsers to be approved by the Trustee, and as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an affidavit annexed of the truth thereof and of the fairness of said sale and on obtaining the Courts ratification of the sale and on the payment of the whole purchase money (and not before) the said Trustee shall by a good and sufficient deed to be executed acknowledged and recorded according to law convey to the purchasers or purchasers his her or their heirs the property and estate to him her or them sold free clear and discharged from all claim of the parties hereto complainant and defendant and those claiming by from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such Commission to the said Trustee as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust.

R. B. Magruder

Pursuant to the act of Assembly in such cases made and provided I assign as reasons for the above decree the following viz: First. Because I think that the Insurance effected in this case in the manner set forth in the proceedings was within the power conferred by the charter upon the U. S. Insurance Company and that the Policy issued by the Company was not issued in violation of the charter. Second. Because the Policy was issued on a good and valid consideration and. Third. Because the case is I think free from any usury. (S. A. concurs)

R. B. Magruder.