writing of the body of the said paper or of the signature - Fifth Never had any conversation with Mr Conaways on the subject & therefore know nothing about it - William Ward - Test John Hoops

Depositions of Witnesses taken at the house of Richard Barnaby in Frederick Town in Cecil County in the State of Maryland on this twenty third day of June in the year of our Lord eighteen hundred and twelve by virtue of a Commission issued from the high Court of Chancery on the thirteenth day of July in the year eighteen hundred and ten, directed to William Spencer to examine Witnesses in a cause therein depending, wherein Samuel Harvey & James Watts are Complainants and John Ward & John M Conaways are defendants -

Cornelius Conaways of Baltimore formerly of Philadelphia a Witness produced on behalf of the Complainants, being first duly sworn to declare the truth doth depose & make the following answers to the Interrogatories filed on behalf of the Complainants.

1st To the first Interrogatory he answereth yes 2d To the second Interrogatory he answereth yes 3d He hath a knowledge of the Farm aforesaid & understood it contained something more than three hundred acres He is not acquainted with the price of land but supposeth it to be worth twenty dollars pr acre. 4th He believes the body of the paper to be in the hand writing of Samuel Harvey, and the signature to be that of William Conaways 5th He was of the house of Baker & Conaways, and when William Conaways signified to Baker & Conaways his intention to become a purchaser of the said Land on which they held a mortgage - he (the said Cornelius Conaways) informed the said William Conaways that if he would secure to Baker & Conaways the amount of their claim, & also the amount of a Judgment which had been assigned to Baker & Conaways by Harvey & Watts, they the said Baker & Conaways would execute a Deed or such other conveyance of the said Farm as might be required, and on no other terms - The said William Conaways then called on Harvey & Watts, and after some time returned to the County House of Baker & Conaways accompanied by Samuel Harvey, who informed this Deponent that an understanding had then place between Harvey Watts & the said William Conaways for the security of the said debt, and under the impression that the debt was secured, a person was empowered to make the Conveyance accordingly

Cornl Conaways. Test John Hoops -

I Certify that the foregoing Depositions of Witnesses were by me duly taken and subscribed in my presence in execution of the Commission hereunto annexed at the place and at the times stated in their respective Captions, the said Witnesses being first duly sworn by me, and the said Depositions being transcribed by John Hoops, Esquire, appointed by me to act as Clerk to the Commission to whom I first administered an oath on the holy Evangelists agreeably to the form accompanying the said Commission - the parties having been previously acquainted of the time & place of executing the said Commission -

W. Spencer - Commissioner -

Copy Paper No 1. alluded to in return Commission -

Memorandum. I William Conaways do acknowledge to have received an assignment from Baker & Conaways of a Judgment against Benjamin Farrow Schultard and Solomon Price of Cecil County and State of Maryland, obtained by Harvey Watts of the City of Philadelphia for the sum of sixteen hundred and forty nine dollars and seventy four cents debt, with interest & Cost which they had assigned to the said Baker & Conaways, which I promise to endeavour to secure to the said Harvey & Watts & when in cash do promise to pay the same to them. Witness my hand this eleventh day of June Anno Domini one thousand eight hundred and one -

Wm Conaways.

And the said cause so standing continued until December Term 1814, when the Chancellor passed the following order, to wit

Harvey & Watts ats Ward & Conaways - In chancery December Term 1814. This suit was argued during the sitting by the Counsel for the Complainants. It was not immediately taken up by the Court in the expectation that it would be argued on the part of the defendant, which in a case of this nature

was desirable, but which has not been done - On Considering the Proceedings, the Chancellor is of opinion that the Complainants are entitled to relief, but not to the extent prayed for by the bill - He is not satisfied that there is any thing in the Conduct of William Conaways however reprehensible that can fix on him absolutely the debt in question, and if it were otherwise the allegation in the bill of the insufficiency his personal estate is not proved. It is to be observed that the Agreement signed by W. Conaways marked No 1 and proved in the Commission altho' filed on the same day with the bill is not mentioned therein, altho' it is stated therein that he at one time promised to pay the amount of the Judgment to Baker & Conaways. The Declarations of W Conaways and his promises may be considered with the other circumstances tend to shew that the conveyance by Ward to him was fraudulent as against the complainants who were Creditors by Judgment, and there is proof of his having notice of their claim. The Chancellor is of opinion that the Conveyance by Ward to W. Conaways was fraudulent as against Creditors, there being no evidence to establish the defence set up of the Payment of a Bona fide consideration beyond the sum mentioned therein, and that the Complainants are entitled to have the said Conveyance annulled as to them, and to have a sale of the said Land for the payment of their claim with their Costs. In this purpose a decree may be prepared in the usual form for sale, having a blank at top for the part thereof respecting the annullment of the Conveyance -

W. Kilty Ch.r January 25th 1814.

Samuel Harvey & James Watts vs John Ward & John M Conaways

In chancery - December Term 1813.

This suit having been argued at the present Term for the Complainant as stated in the order of the 25th January 1814. It is this 2d day of February 1814. by William Kilty Chancellor by the Authority of this Court, adjudged, ordered and decreed that the Conveyance in the proceedings mentioned and exhibited being an Indenture made the 11th day of July 1801. between the defendants John Ward & William Conaways then of Kent County, be as against the Complainants as Creditors of the said John Ward and the same is hereby annulled & set aside -

It is further adjudged, ordered & decreed as aforesaid that the lands in the said Indenture mentioned, or such part thereof as may be sufficient shall be sold. That William Carmichael be and he is hereby appointed Trustee to make the said sale, and that the course and manner of his proceedings shall be as follows. He shall first give with the Register of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties approved by the Chancellor in the penalty of 8000 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 first given at least three weeks public notice in such newspaper or papers as he may deem proper of the time place manner and terms of said sale which shall be on a credit of twelve months with Interest from the day of sale, the Trustee taking bond with security approved by him, and as soon as conveniently after the sale, the Trustee shall return to this Court a full and particular account of his proceedings relative to the said sale with an affidavit of the truth thereof, and of the fairness of the sale annexed, and upon obtaining the Chancellors ratification of the sale, and on payment of the whole purchase money (and not before) the Trustee shall by a good sufficient deed or deeds executed and acknowledged according to law, convey to the purchaser or purchasers and his heirs or their heirs, the property by him, her or them purchased free, clear & discharged from all claim of the Complainants or of the defendants & those claiming by from or under them or either of them - And the trustee shall bring into this Court the bonds taken and the money arising from the said sale to be applied under the Chancellors direction, after deducting the Costs of this suit and such Commission to the Trustee as the Chancellor shall think proper to allow, on consideration of the skill, attention & fidelity wherewith he shall appear to have discharged his trust.

W. Kilty Chan.r

Whereupon the Defendants by William A Ward, Esquire, their attorney prays an