This Indenture, made this first day of March, in the year of our Lord eighteen hundred and forty eight, between John Davis of Washington County and State of Maryland, of the one part and Elie Beatty of the same County and State, of the other part. Witnesseth, That whereas the said John Davis is indebted in sundry sums of money which he is unable to pay and therefore is desirous to obtain the benefit of the several acts of Assembly of this State, for the relief of sundry insolvent debtors; and whereas by the acts of Assembly in such case made and provided, it is required that the applicant shall execute to a Trustee a good and sufficient deed for all his estate, both real and personal, (the necessary wearing apparel beds and bedding of himself and family excepted) And whereas the said Elie Beatty hath been by Chas. G Lane Esq a Justice of the Orphans Court, of the County aforesaid appointed Trustee for the creditors of the said John Davis.

Now therefore in Consideration of the premises and of the sum of one dollar current money to me in hand paid by the said Elie Beatty, at and before the sealing and delivery of these presents, I the said John Davis have granted, bargained, sold, assigned, transferred and set over, unto the said Elie Beatty all my property and estate of whatever nature character or kind, rights, credits, goods, chattels, lands, tenements, or hereditaments wherever situated, to which I am in any way at law or equity entitled, both real, personal or mixed except only the necessary wearing apparel, beds and bedding of himself and family, To Have and To Hold the same unto the said Elie Beatty and to his heirs and assigns forever in trust for the benefit of all my Creditors, to be disposed of and applied to the payment of their respective claims in such manner ~~and~~ modes and times, as the law directs, and for no other use intent or purpose whatever. In Witness whereof I have hereunto set my hand and seal the day and year first herein before written

Signed sealed and delivered in the presence of Chas. G Lane — John Davis (Seal)

State of Maryland Washington County Ss

On this first day of March, A.D. eighteen hundred and forty eight, before me the Subscriber, a Justice of the Orphans Court of the State aforesaid, in and for the County aforesaid, personally appeared John Davis, of the County and State aforesaid, party grantor in the above deed and acknowledged the same to be his act and deed, and the property and estate therein mentioned to be the right and estate of Elie Beatty party grantee, also therein named, according to the tenor and purport thereof and the acts of Assembly in such case made and provided, and I am satisfied from my own knowledge that the said John Davis is the person who is named and described as and professing to be the party in the above deed.

Chas. G Lane

It is admitted that the Certified Copies of Judgments & short copies of official Bonds hereto annexed are true and are to be received and acted upon as if proven: The Copies of Judgments referred to in this Statement of Facts are entered above. The following are short Copies of Bonds of D.G. Yost, as Trustee.

No. 111	Equity	D.G. Yost &	Jno Davis	$10.000	dated	Aug 16th 1823
" 129	"	Same &	Same	$3.000	"	Mar 24th 1824
" 136	"	Same &	Same	$10.000	"	July 13th 1825
" 194	"	Same &	Same	$6.000	"	Jan 23d 1827
" 258	"	Same &	Same	$10.000	"	Dec 4th 1828
" 298	"	Same &	Same	$1.000	"	Mar 26th 1830
" 299	"	Same &	Same	$1000	"	Dec 7th 1830
" 301	"	Same &	Same	$5.000	"	March 31st 1830
" 315	"	Same &	Same	$2.000	"	Dec 13th 1830
" 318	"	Same &	Same	$4000	"	Dec 7th 1830
" 346	"	Same &	Same	$10.000	"	Oct 28th 1831
" 385	"	Same &	Same	$2.000	"	May 2d 1833
" 393	"	Same &	Same	$3.000	"	Feby 6th 1834
" 397	"	Same &	Same	$2.000	"	Aug 26th 1834
" 426	"	Same &	Same	$3.000	"	July 30th 1833
No. 428	"	Same &	Same	$1.000	dated	Feby 6th 1834
" 435	"	Same &	Same	$4.000	"	June 2d 1834
" 478	"	Same &	Same & A. Neill Jr.	A. Neill Jr. $2.000	"	Apl 10th 1835
" 457	"	Same &	Same	$4.000	"	Aug 26th 1834
" 486	"	Same &	Same	$2.000	"	Aug 20th 1835
" 509	"	Same &	Same & Denny	$25.000	"	Apl 11th 1836
" 517	"	Same &	Same	$1.500	"	Nov 28th 1837
" 523	"	Same &	Same	$2.000	"	June 7th 1837
" 527	"	Same &	Same & Wm Price	$3.000	"	July 3d 1837
" 528	"	Same &	Same	$3.000	"	May 8th 1837
" 645	"	Same &	Same	$1.000	"	Sept 27th 1841
" 755	"	Same &	Same	$3000	"	Aug 27th 1845

Guardian's Bonds

D.G. Yost,	Gur. for	David Strause,	April 1840	Jno Davis & R Logan	Secy
Same	"	Fred & Jno Snyder	Jany 30 1838	Same & Same	Justices
Same	"	Caroline Heister	Feby 14th 1837	Same & R Logan	
Same	"	Nancy D'Wolgamot	Sept 30 1834	Same & A Kindle	

Adm. Bonds

Same for Charity Blair Aug 5th 1837 Same & Wm Smith Secy

It is also admitted that D.G. Yost was one of the Trustees named in a voluntary deed of Trust from Barnes & others for the benefit of Creditors, dated 11th day of October 1839, and that the property embraced in said deed executed in value $200000, and that at the time said deed of Davis was executed, the said estate of Barnes was unsettled, and that it remains at this time unsettled, and the Trustees greatly in arrears, But it is not admitted that the said Davis knew that said Trustees were in arrears at the time he made the deed.

The admissibility of the last above fact is objected to by the Defendants Counsel upon the ground of irrelevancy. That the said John Davis owned at the time of the execution of his deed, stock in the Hagers Town Bank to the amount of $9.750, and that the following provision is contained in the Charter of said Bank. Act of 1803 Chap. 27, Sec 14. Fundamental Article 17th The Shares of Stock shall be transferrable on the books of the bank only in person or by power of attorney, but all debts actually due and payable by a