Stockholder requiring a transfer must be satisfied before such transfer shall be made, unless the President & Directors shall direct otherwise. And that under said provisions the said Bank has appropriated said Stock and the dividend thereon to the payment of the said debts due by Davis.

John Davis owed Dr T Dorsey $175.75 Dr Macgill $80 Charles G Lane $55 and Everhart Rockley $615. That on the 27th day of May 1846, Eve Wolgamot, guardian of Nancy Wolgamot filed a Bill in Washington County Court against the said John Davis and others and among other things charged that the deed of Trust of Charles W Davis the same mentioned in these proceedings was fraudulent and prayed the Court to vacate the same, and that the Defendant John Davis, filed the following answer to said Bill:

The Separate answer of John Davis, of Washington County to the Bill of Complaint of Eve Wolgamot, Guardian and next friend of Nancy L Wolgamot, against him and others in Washington County Court, as a Court of Equity No. 920.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the many errors, uncertainties and insufficiencies in the Complainants said Bill of Complaint, Contained, for answer thereto or to such parts thereof as this Defendant is advised is material for him to answer, answering says that he has no distinct recollection of his placing his name to the Bond of the late David G Yost as Guardian of said Nancy L Wolgamot, as one of his Sureties, as he was in the habit of becoming Mr Yost's Sureties in many cases without inquiring into the object; but he admits that his name is on said bond.

Nor does he deny that Mr Yost's appointment as such Guardian was revoked and the Complainant appointed Guardian in his stead, as stated in said Bill of Complaint; that suit was instituted on said Bond and a Judgment obtained thereon at March Term 1846 of said Court as a Court of law, against this Defendant and Adam Rinkle for such sum as the Register of Wills should ascertain was due; and that said Register has ascertained that the sum specified in the short Copy of Judgment, exhibited with said Bill marked A was due for which Judgment has been entered up accordingly all which this Defendant supposes to be Correct, but should any errors be discovered therein he claims the benefit of the same. This Defendant also admits that the said David G Yost died intestate pending the said suit and before said Judgment was rendered but denies that he left no property whatever to be distributed among his Creditors. He admits that the said Yost became an applicant for the benefit of the Insolvent Laws before his death; and avers that all his property, real & personal and to the supposed value of about Ten thousand dollars passed to his Trustee for the benefit of his Creditors, to be distributed according to law, though this Defendant Cannot say that any part by reason of Judgments and Liens, will be applicable to the said Complainants Judgment. This Defendant further answering says, that he admits the execution of the deed of trust to his son Charles W Davis, mentioned in said Bill of Complaint a Copy of which is

therewith exhibited marked B: but he utterly denies that the same was made with the view of hindering, delaying or defrauding the said Nancy L Wolgamot or any of his other Creditors in the Collection of their just debts; and so far from his being Conscious of his liability as security of said David G Yost as Guardian of said Nancy L Wolgamot this Defendant had no special recollection of it at the time said deed was made, as he has already stated. Being merely the Surety of said Yost on divers of his Bonds, he did not Concern himself with the settlement of his accounts and in particular instance of the Complainants Claim he had no knowledge whatever of its Condition or of the extent of his liability; and when said deed was executed he had no thought of said liability nor was the same mentioned, nor did he know whether any thing was due upon it or not.

This defendant further answering says that being advanced in years and now in his seventy seventh year of age, and owing a Considerable sum of money on his own account, it was his intention and design for several years to appoint a Trustee to settle up his business and affairs and he well knew that his debts Could not be paid without the sale of a large part of his estate. This was the leading motive with him when said deed of trust was executed. He was further advised to it by his son in-law Wm L Ross, Esq, of Frederick, upon whom he called for aid and Counsel in the matter, and who was also one of his sureties in a debt due to the Frederick Town Savings Institution. He was also aware of the embarrassments of said David G Yost, and not knowing what his liabilities might be for him, he deemed it prudent, by preventing a sacrifice of his estate and avoiding unnecessary Costs to provide for such a disposition of his estate as would secure the largest amount and thereby leave him something for his old age after the payment of all his debts and liabilities. These views were approved of by his friend and legal adviser the said Wm L Ross Esq, and the execution of the deed of Trust, in the form it exists, urged upon him, And this further states, that when said deed was made, an estimate of all his property was made and it amounted, at what was deemed a moderate valuation, to the sum of Forty three thousand dollars and upwards, an amount deemed sufficient to pay all his debts, both on his own account and as Surety of David G Yost and any others, and to leave besides a handsome surplus for Defendants own use. These were his views and this his Confident belief when said deed was made and such he hopes may still be the result He avers that all his property of whatever kind, and wherever situate was and is embraced in said deed of trust. He denies that said deed was for the sole benefit of the particular Creditors named in said deed, but for the benefit also of all his other Creditors: except that the particular Creditors named in said deed are to be first paid out of the proceeds of sale satisfying liens and Charges and expenses of the trust, a provision which this Defendant was advised he had a right to make, and he now insists on the same as legal and valid, and in no degree fraudulent or unfair and avers that the same was not designed or intended to hinder and defraud the said Complaint, as Guardian as aforesaid, or any other person.

This Defendant further answering says that he utterly denies that all or most of the Claims provided for in said deed of trust are either in