fully one-half of the said sum last above mentioned, so that in the event of the said mortgages being held valid and available on account of and concerning the debts recited therein, is essential to all the parties to this bill.

And these complainants further charge, that on or before the eighteenth June eighteen hundred and forty-six, and before he, the said Israel Griffith, had determined to put the said deed, exhibit A, No. 1, upon record, within the twenty days of its execution, he the said Israel Griffith had notice, or well knew, either by direct information from Samuel J. K. Handy, or from one or more of the clerks of the said Griffith, or from some other person, that the said William Schley was in default in relation to the trust aforesaid, or that efforts were making in this court to require the said Schley to pay up such trust funds; and that it was in consequence of such information, and the excitement and fears of the said Israel arising from such notice or knowledge, that induced him to put that deed upon record, or have it sent to the court house for that purpose, on Thursday the eighteenth June eighteen hundred and forty-six, at six o'clock, P. M.; and that it was so put upon record in violation of an express agreement to the contrary, between the said William and Israel, entered into when the said intended security was first executed.

In tender consideration whereof, because these complainants have only adequate relief in equity, they pray that the said defendants may answer and say:—

1st. What was done, what disposition in fact made by the said William Schley of the funds and every parcel thereof so as aforesaid received by him from the Court of Chancery? How paid away? If first deposited in bank, what bank? and if paid to any, what person? And how afterwards used or applied? When checked out of bank?—if so checked out,—or to whom such checks were paid or delivered?

2nd. When did the said Israel Griffith first obtain knowledge or notice of the embarrassed condition of the said William Schley? From whom did he obtain it? When, and how?

3rd. How often and when was the mortgage for the Baltimore property, re-executed or redelivered by said William Schley? and where are said mortgages, each and every of them?

4th. What sums of money, notes, securities, stocks, bonds, goods, certificates of deposite, pledges, policies of insurance or cancellations thereof, contracts or effects, bank notes, checks, or bills, did the said Israel Griffith receive from the said William Schley during the years eighteen hundred and forty-four, eighteen hundred and forty-five, and eighteen hundred and forty-six? When and at what time, and what did the said Israel do with such receipts, or payments, or effects, each and every of them, and where are they now? If in his possession produce the same.

5th. What sums of money, notes, &c., as in the preceding interrogatory, did the said Israel pay to the said William Schley, during the years eighteen hundred and forty-five and eighteen hundred and forty-six, when and at what time were such payments made, each and every of them?

6th. That said Israel Griffith if he states, that in point of fact he paid to the said William Schley any check upon any bank in or out of Maryland, that he may produce such check so paid, or state what has become of the same and where it now is?

7th. Has not the said William Schley always remained in the possession, use and enjoyment of the property and effects mentioned in exhibit A, No. 1, and is he not now in their possession, and has any part thereof been removed since the twenty-first April eighteen hundred and forty-five, from his said possession.

8th. Has or has not the said Israel Griffith in any book of any kind, or in any book of accounts, or by any memorandum kept, stated or entered any account or entries, or memoranda of debits and credits between him and the said William Schley, in the years eighteen hundred and forty-four, eighteen hundred and forty-five, or eighteen hundred and forty-six? and if so, produce the same, and also state what sums of money, if any, he the said Israel Griffith has carried to the credit of his interest, or dividend, or profit and loss account, up to the fourth June eighteen hundred and forty-six, upon transactions with the said William Schley.

And the said complainants further pray, that the said defendants may also answer the said bill, and each and every allegation therein, as if thereunto specially and formally interrogated.

And these complainants pray, that the said deeds of mortgages, and each of them, may be declared fraudulent, void, and of none effect.

And that a receiver may be appointed to take charge of all the personal property mentioned in said mortgages, and that the same may be sold to satisfy the lien which has arisen in equity upon and under the delivery of the fieri facias aforesaid, to the sheriff of the city of Baltimore, and his refusal to levy the same as aforesaid, and which exists in equity by reason of the legal title of the said Israel Griffith therein, under his said mortgages.

That the said notes and securities mentioned in said mortgages may be declared null and void.

That if the said mortgages be not declared fraudulent and void, and whether so declared or not, that an account may be taken between the said Israel Griffith and the said William Schley, and in which the said Israel for the benefit of the said complainants may be charged with all the funds of the said trust, and all other funds and monies which he has received from the said William Schley, or which can be traced to his hands or possession; and that he may be decreed to pay all such funds of the said trust as he has received; and that he, the said Israel, shall not be allowed any credit for any portion of the said notes as shall be tainted with usury, fraudulent, or corrupt. That subpœna may issue for the said William Schley and Israel Griffith; that an injunction may issue against the said William Schley, commanding him not to alienate any part of the personal property mentioned in the said mortgage, Exhibits A, No. 1.

And your complainants further pray for an account generally between the said William Schley and Israel Griffith; and that the property mentioned in the said exhibits, A, No. 1, and A, No. 2, may be sold by decree of this court, absolutely, and such equitable relief granted to the parties hereto, as upon a full consideration of the circumstances of this case they shall appear respectively to be entitled unto.

And your complainants also pray for such other further and general relief as they may be entitled to, &c.

R. W. GILL, Att'y for self and J. M. Duncan and wife.
SAM'L J. K. HANDY, for himself and wife.



## EXHIBIT A, No. 1.

### WILLIAM SCHLEY'S BILL OF SALE TO ISRAEL GRIFFITH.

(State of Md. six dollars stamp.)

Whereas Israel Griffith of the city of Baltimore, at my special instance and request, and for my convenience and accommodation, endorsed my three several notes in his favor, all dated the 6th day of March 1845, each for the sum of two thousand dollars, and respectively payable at sixty days, at four months, and at six months, after date thereof, and procured the same to be discounted for my use at the Bank of Baltimore. And whereas the said Israel Griffith at my further special instance and request, and for my accommodation has also endorsed my other two notes, both bearing date the twenty-first day of April 1845, each for the sum of two thousand dollars, and respectively payable at six months, and eight months, after date thereof. And whereas the said Israel Griffith, for a good and full consideration, has also received my note drawn in favor of and by Lewis Kemp endorsed, bearing date the 22nd day of July 1845, and payable at ninety days after the date thereof, for the sum of fifteen hundred dollars. And whereas the said Israel Griffith, at my special instance and request, and for my accommodation, has also endorsed my note drawn in his favor, and payable at two months after date thereof, and also my draft drawn in his favor, upon and by Frederick A. Schley of Frederick city, Md., accepted; payable at four months after date thereof; both bearing date the 4th day of September 1845, each for the sum of two thousand dollars, and procured the same to be discounted for my use. And whereas all of the said notes, and the draft for which I have received the full value and benefit, were so endorsed or received on my voluntary proffer of ample security:—

*Now therefore know all men by these presents*, That I, William Sch-ey of the city of Baltimore in the State of Maryland, in consideration of the premises, and of one dollar to me in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain and sell to the said Israel Griffith, his executors, administrators and assigns, my entire library, law and miscellaneous, consisting of several thousand volumes; my plate, paintings, tapestry and pictures of all kinds, and all articles of that nature; all my wines and liquors, and all my household furniture and effects, without reservation. To have and to hold the said property to the said Israel Griffith, his executors, administrators and assigns. Provided, nevertheless, that in case I shall pay or cause to be paid, the said several notes, and the draft with the interest due thereon, when requested to do so, then these presents shall be void and of none effect, else of full force and virtue in law.

*In witness whereof*, I have hereunto subscribed my name and affixed my seal, this fourth day of June 1846.

WM. SCHLEY, ( Seal. )

Signed, sealed and delivered in presence of, the alteration of the above date to the fourth was made before the execution hereof,

WILLIAM WARFIELD.

STATE OF MARYLAND, City of Baltimore, *To wit:* On this fourth day of June, in the year of our Lord, eighteen hundred and forty-six, before me, the subscriber, one of the justices of the peace of the State of Maryland, in and for the city of Baltimore, personally appeared William Schley, party of the first part to the foregoing deed or instrument of writing, and who is known to me of my own knowledge to be the same person who is named and described as, and who professes to be, the party of the first part to the said deed or instrument of writing, and acknowledged the same to be his act and deed—the alteration of the above date to the fourth, was made before the execution and acknowledgment of this instrument.

WILLIAM WARFIELD.

Received to be recorded the 18th day of June, at 6 o'clock, P. M., same day recorded and examined—Per

A. W. BRADFORD, Clk.

In testimony that the aforegoing is a true copy taken from liber AWB, No. 72, folio 163, one of the chattel records of Baltimore county, I hereto subscribe my name and affix the seal of Baltimore county court, this 21st day of October 1846.

( Seal. ) A. W. BRADFORD, Clk., Balt. County Court.

## EXHIBIT A, No. 2.

At the request of Israel Griffith, the following mortgage was recorded May 27th 1845, in liber AB, No. EE, folios 754, 755 & 756, one of the land record books of Alleghany county, Maryland:—

This indenture made this twenty-first day of April, in the year of our Lord eighteen hundred and forty-five, between William Schley, and Ann Cadwalader Schley, his wife, of the city of Baltimore in the State of Maryland, of the one part, and Israel Griffith of the same city and State, of the other part: Whereas the said Israel Griffith at the special instance and request, for the accommodation of the said William Schley, heretofore, to wit, on the sixth day of March last, endorsed the three several promissory notes of the said William Schley, all bearing date the day and year last aforesaid, each for the payment of the sum of two thousand dollars, and respectively payable at sixty days, at four months, and at six months, after date, and procured the same to be discounted for the use of the said William Schley at the Bank of Baltimore. And whereas the said Israel Grffith at the further special instance and request of the said William Schley, and for his accommodation, has also endorsed his other two promissory notes, both bearing equal date herewith, each for the sum of two thousand dollars; one payable six months after the date thereof, and the other payable eight months after the date thereof; and has agreed to discount or to procure the same to be discounted for the use of the said William Schley. And whereas the said notes were so endorsed by the said Israel Griffith, on the voluntary proffer by the said William Schley of ample security, and with other securities of the property hereinafter mentioned. And the said William Schley being desirous to secure the said Israel Griffith against any loss or hazard, by reason of his liability incurred in consequence of the said endorsements, which were kindly made for the sole benefit and convenience of the said William Schley, the said William Schley, and Ann Cadwalader Schley, his wife, have agreed to execute these presents as additional security to the said Israel Griffith.

Now, therefore, this indenture witnesseth, that the said William Schley and Ann Cadwalader Schley, his wife, in consideration of the premises and of five dollars in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, and sell, alien, release, and confirm to the said Israel Griffith, his heirs and assigns forever, all those lots, pieces or parcels of land and premises, lying in Allegany county in the State