aforesaid, near the town of Cumberland, which were conveyed to the said William Schley by George Slicer, and Sophia Slicer, his wife, by deed bearing date the 1st day of May, in the year of our Lord eighteen hundred and thirty-five, and recorded in liber AB, No. R, folios 460 & 461, one of the land records of Allegany county, as upon reference to the same will more fully appear, together with all rights, members and appurtenances to the same belonging; and all easements, advantages and hereditaments whatsoever, therewith connected. To have and to hold the said lands and premises with the appurtenances, rights, members, easements, advantages and hereditaments aforesaid, to the said Israel Griffith, his heirs and assigns forever, to the only proper use and behoof of the said Israel Griffith, his heirs and assigns forever, and to and for no other use, intent or purpose whatsoever. Provided, nevertheless, that in case the said William Schley, his heirs, executors, and administrators, shall punctually pay the said several promissory notes as they shall respectively become due and payable, without any default whatever, then these presents, and every matter herein contained, shall become void and of none effect, but else shall remain of full force and virtue in law. In witness whereof the said William Schley, and Ann Cadwalader Schley, his wife, have hereunto subscribed their names and affixed their seals, the day and year first above written.

WM. SCHLEY, (Seal.)
A. C. SCHLEY, (Seal.)

Signed, sealed and delivered in presence of,
G. D. Spurrier,
William Warfield.

STATE OF MARYLAND, City of Baltimore, to wit: On this 21st day of April, in the year of our Lord 1845, before the subscribers two justices of the peace of the State of Maryland, in and for the city of Baltimore, personally appeared William Schley, and Ann Cadwalader Schley, his wife, parties grantors in the foregoing deed or instrument of writing, and who are known to us satisfactorily, of our own knowledge, to be the same persons who are named and described as, and who profess to be, the parties grantors therein named, and acknowledge the same to be their act and deed. And the said Ann Cadwalader Schley, wife of the said William Schley, did sign and seal, and execute the said deed before us, in our presence, and out of the presence and hearing of her said husband; and being by us privately examined, out of the presence and hearing of her husband, whether she doth execute and acknowledge the same voluntarily and freely, and without being induced to do so by fear or threats of, or ill usage by, her husband, or by fear of his displeasure, declares and acknowledges that she doth execute and acknowledge the same voluntarily and freely, and without being induced to do so by fear or threats of, or ill usage by, her husband, or by fear of his displeasure.

G. D. SPURRIER.
WILLIAM WARFIELD.

STATE OF MARYLAND, Baltimore County, Sct. I hereby certify, that Grafton D. Spurrier and William Warfield, gentleman, before whom the within acknowledgments were made, and who have thereto signed their names, were at the time of so doing justices of the peace of the State of Maryland, in and for the city of Baltimore, duly commissioned, and sworn. In testimony whereof I hereunto subscribe my name and affix the seal of Baltimore county court, on the 21st day of April 1845.

(Seal.)

AUGUSTUS W. BRADFORD, Clk.

True copy.—Test. Henry Bruce, Clerk.

And thereupon a writ of subpœna was accordingly issued against the said defendants returnable to the next term of the said court. At which next term, to wit, December term 1846, the sheriff of the city of Baltimore, made return of the said writ, of subpœna thus endorsed, "Sum'd."

And afterwards, at the same term, came Thomas S. Alexander, esquire, of counsel for the defendant, Israel Griffith, and in his behalf appeared to the said suit.

And afterwards, at the same term, came the defendant, William Schley, in proper person, and appeared to the said suit.

And the said cause thus standing, was continued until the next term of the said court. At which next term, to wit, March term 1847, an attachment to answer was issued against the said defendants, returnable to the next term of the said court, to wit, July term 1847.

And afterwards, at the same term, that is to say, March term 1847, came the said defendant, Israel Griffith, by his counsel aforesaid, and filed in the said cause his answer to the said bill, in the words following, to wit:—

The seperate answer of Israel Griffith of the city of Baltimore, to the bill of complaint of Richard W. Gill, trustee, and others, against him and William Schley, in chancery exhibited.

This defendant believes and admits, that in the progress of a cause depending in the court of chancery, wherein William H. Marriott and others, are complainants, and David T. McKim and John S. McKim, are defendants, the said William Schley was appointed a trustee for certain of said parties, and with power and authority to receive and invest certain monies, then deposited or under control of said court, and for other purposes; and as trustee did receive out of said court certain sums of money for investment, as aforesaid; and that afterwards, by another order passed in said cause, the said Schley was directed to bring into court certain sums of money, constituting the fund received by him, as aforesaid; and that having failed to comply with said order, he was removed, and the complainant, Gill, was appointed trustee in his stead. But as this defendant has no personal knowledge of the matters aforesaid, he asks leave to refer to the proceedings in the cause aforesaid, which now remain in this court, for more particular information relative thereto.

And this defendant, also, is informed and admits, that the said Gill issued writs of fieri facias against the said Schley, as is stated in said bill; and that on or about the twenty-eighth day of July, in the year eighteen hundred and forty-six, one of the said writs was delivered to the sheriff of Baltimore city to be executed, and with directions to levy the same on certain goods and chattels then in possession of said Schley, in said city—and which, this defendant admits, are yet in his possession—and that said sheriff refused to make said levy, because said goods and chattels had been conveyed and assigned, by the said Schley, to this defendant, by bill of sale, dated and executed on the fourth day of June in the year last aforesaid, and recorded amongst the chattel records of Baltimore county, on the eighteenth day of June, in the year last aforesaid, and whereof the exhibit A, No. 1, filed by complainants, professes, and is by this defendant believed to be, a copy.

And this defendant likewise admits, that another of said writs of fieri facias were delivered to the sheriff of Allegany county to be executed, and was by said sheriff laid on the said Schley's equity of redemption in certain lands in Allegany

county, which had been conveyed previously by said Schley to this defendant, by mortgage dated on the twenty-first day of April, in the year eighteen hundred and forty-five, and enrolled amongst the land records of Allegany county, on the twenty-seventh day of May, in the year last aforesaid. And it is also admitted, that exhibit A, No. 2, filed by the complainants, is a copy of said mortgage. And this defendant also admits, that said Schley is now reputed to be unable to pay his debts, but this defendant's knowledge of said Schley's circumstances, is not such as would justify him, this defendant, in admitting or denying said Schley's solvency; this defendant has been informed, and therefore admits, that it is very probable the visible property in said Schley's possession, including the property as aforesaid conveyed to this defendant, would not yield a sum adequate to satisfy the executions of the complainants, as aforesaid, but this defendant denies that at the time of advancing the monies and giving the liabilities designed to be secured by the conveyances aforesaid, from said Schley to him, he, (this defendant,) knew, or had any reason to suspect, that said Schley was insolvent; or knew, or suspected, that he was in embarrassed circumstances, in great need of money, and unable to meet his engagements, in such wise or to such extent as to render it improper, or even hazardous, in this defendant, to assist said Schley with his money, or credit; on the contrary, he verily believed, that the assistance asked from him, and accorded, would have placed the said Schley in funds sufficient to relieve himself from all embarrassments, and to enable him to meet all his engagements. It was under such belief and impression that he advanced monies to said Schley, and by means of his endorsements enabled said Schley to raise other monies; and that he continued from time to time to extend facilities to said Schley; nor had he any information in regard to the actual extent of the said Schley's liabilities, until the eighteenth day of June, in the year eighteen hundred and forty-six. And this defendant denies that there was any confederacy or agreement whatsoever, between the said Schley and this defendant, at the time of the original agreement therefor, or at any time threafter; that the mortgages given, or to be given, by the said Schley to this defendant, or any of them, should be withheld from record or kept secret; or that said Schley should retain possession of the property mentioned in said mortgages, to the end, that he might be believed to be the proprietor thereof; or for any purpose of bolstering up the credit of said Schley. On the contrary, this defendant denies that he was under any sort of obligation at any time to keep said mortgages, or any of them, from record, for a moment after it should suit his interest, or convenience or pleasure to have them recorded; he denies that he was aware of the existence of any motive on the part of said Schley for keeping said mortgages from record, other than the very natural desire of avoiding the publication of the fact, that his household goods were under mortgage. And lastly, he denies all knowledge of the existence of any state of circumstances rendering it at all probable, that the failure to record said instruments might be made an occasion of injury or loss to any one.

And this defendant, further in explanation of the circumstances under which his claim against the said Schley originated, and of the extent of his said claim, and of the motives which governed him in keeping the original mortgages from record, stated, that prior to the sixth day of March, in the year eighteen hundred and forty-five, he had occasionally loaned said Schley small sums of money for limited periods, which had been returned with much punctuality; and that on said day, said Schley was indebted to him in the sum of two thousand five hundred dollars, on the note of said Schley to, and endorsed by, Lewis Kemp, for said sum, dated on the eighth day of February, in the year aforesaid, and payable thirty days after date thereof; and also for the sum of seven hundred and fifty dollars, cash loaned by this defendant to said Schley, on the fifth day of March, in the year last aforesaid. That on or about the said sixth day of March, said Schley applied to this defendant for the loan, of the name of this defendant on notes to the amount of ten thousand dollars, to be drawn by said Schley, endorsed by defendant, and discounted for said Schley's accommodation. That said Schley was known to defendant as an attorney of high repute, and in the enjoyment of a lucrative practice, and he, (defendant,) was persuaded by the representations of said Schley, that from his professional income, and from various large securities held by him in his own right, he would be able to retire said notes as they attained their maturity, and that the assistance thus asked from this defendant would have relieved him from all pecuniary embarrassments, and this defendant was the more readily induced to confide in said representations, from the tender voluntarily made by said Schley, of securities most ample, as an indemnity against the liabilities this defendant was asked to incur. This defendant therefore acceded to the proposition of said Schley in part, and on the said sixth day of March, endorsed three notes of said Schley, each for the sum of two thousand dollars, dated on the said day, and payable respectively in sixty days, four months, and six months, from the date thereof; that these notes were taken by this defendant, at request of said Schley, to the Bank of Baltimore and there discounted, and the proceeds thereof being paid over in the presence of said Schley to this defendant, he retained thereout the sum of seven hundred and fifty dollars, which amount this defendant had loaned in cash to said Schley, as before stated, and paid the residue of the proceeds to said Schley at the counter of said bank, and as parcel of the arrangement aforesaid, the said Schley gave to this defendant his obligation or engagement in writing, to assign and convey to him as indemnities a policy of insurance, effected on the life of the said Schley at the Baltimore Life Insurance Company, a tract or parcel of land in Allegany county, certain claims in the hands of John R. Dall, of Washington county, for collection, on account of said Schley, and all his library, plate, furniture and household effects; and on the same sixth day of March, he did make the assignment of said policy, which is marked No. 1, and filed as part of this answer; and on the twenty-second day of March, aforesaid, he executed and acknowledged conveyances of said real and personal estates, as by this defendant's exhibits 2 and 3 will appear.

And this defendant admits, that the first of the aforesaid three notes becoming payable sixty days after date thereof, has been taken up by said Schley. That the second of the series being payable four months after date thereof, was retired by a note of like amount, dated on the ninth day of July, in the year eighteen hundred and forty-five, and payable twelve days after date thereof, which was retired by this defendant, and was afterwards settled with defendant by the said Schley, by payment in part of money, and for the residue by his note to, and endorsed by, Lewis Kemp, for the sum of fifteen hundred dollars, dated the twenty-second day of the month, and year last aforesaid, and payable ninety days after date thereof: the said last mentioned note was renewed from time to time until the seventh day of July, in the year eighteen hundred and forty-six, when the last of said renewals becoming payable, was protested for non-payment, and is now held by this defendant. It is further admitted, that this defendant has received from said Kemp a transfer of certain bank stock, as collateral security to said protested note; and this defendant further states, that the last of said series of said notes maturing on the ninth day of September, in the year eighteen hundred and forty-five, and being left unpaid by the said