confessed as the sum of nine dollars ninety three and a third cents by the Court here unto the said plaintiff on its assent adjudged for its cost and charges by it about its suit in this behalf laid out and expended, And the said defendant in mercy &c. Memorandum Judgment was rendered in this cause on the ninteenth day of September 1839. for $30.000 penalty and costs Penalty to be released on payment of $18.081.69 with interest from 10th May 1839 and costs. $2000 part thereof to be paid forthwith and for the balance a stay of four months And afterwards to wit on the twenty third day of January in the year eighteen hundred and forty one the said plaintiff by its said Attorney prosecuted and sued forth of and upon the Judgment aforesaid the writ of the State of Maryland of Capias ad Satisfaciendum against the said Defendant as follows to wit The State of Maryland To the Sheriff of Baltimore County Greeting Whereas at a County Court begun and held at the Court House in the City of Baltimore in and for the County aforesaid on the first day in September in the year of our Lord one thousand eight hundred and thirty nine. The State of Maryland by judgment of the same Court recovered against a certain Charles Grover late of Baltimore County as well the sum of thirty thousand dollars current money a certain debt as the sum of nine dollars ninety three and a third cents for her costs and charges by her about her suit in that behalf laid out and expended whereof the said Grover is convict as it appears of Record, Therefore you are hereby commanded to take the said Charles Grover if he shall be found in your bailiwick and him safe keep so that you have his body before the said County Court to be held at the Court House in the City of Baltimore on the first day in May next to satisfy unto the said State of Maryland the debt costs and charges aforesaid,

Hereof fail not at your peril and have you then and there this writ. Witness the Honorable Stevenson Archer Chief Judge of our said Court the first day of January in the year of our Lord eighteen hundred and forty one.

Tested the 23d day of January 1841. Thos. Hill Clk

At which said first day of May to wit in the year last aforesaid being the return day of the aforegoing writ comes into the County Court here the said Plaintiff by its attorney aforesaid and the Sheriff of the County aforesaid to whom the said aforegoing writ was in form aforesaid directed makes return thereof to the Court here thus endorsed to wit. Cepi Released by act of Insolvency

Wm. D. Ball Shff

In Testimony that the aforegoing is a full and true Transcript taken from the Record of Proceedings of Baltimore County Court I have hereunto set my hand and affixed the Seal of (Seal) said Court this twenty third day of February Anno Domini eighteen hundred and forty eight.

A. W. Bradford Clk
Balto Coty Court

And afterwards to wit on the 22d day of July 1850 Came the

Complainant aforesaid by his Solicitor S. Teakle Wallis Esquire and filed the said cause his exceptions in the words following to wit

Glenn Trustee &c. vs Grover & McColm	In Chancery The Complainant by his Solicitor excepts to the admissibility or competency as evidence in the cause of any and all parts of the answers of the defendants setting up any consideration affirmatively as having been paid by said McColm to said Grover or the Trustee for the sale of the farm mentioned in the proceedings for the property alleged to have been fraudulently conveyed to McColm.

Complainant further excepts to the admissibility of the Exhibit B. filed by the defendant McColm as evidence for any purpose in this cause.

July 22d 1850 S. Teakle Wallis Compts Solr.

And at the same time came the Defendant Matthew McColm by his Counsel John Nelson and Charles F. Mayer Esquires and filed in the said cause his exceptions in the words following to wit

The Defendant Matthew McColm excepts to all such portions of the evidence furnished by the papers connected with the application of Charles Grover for the benefit of the Insolvent Laws of Maryland and filed in this cause as allege any contract or agreement between said Grover and said McColm touching the property, farm and chattels mentioned in this cause upon the ground that the same is not admissible as against said Defendant McColm

July 22d 1850 J. Nelson and Charles F. Mayer Solrs for McColm

And afterwards to wit on the 24th day of July 1850 the Chancellor passed his Decree in the said cause which was duly enrolled in the words following, to wit.

John Glenn Trustee of Charles Grover &c. vs Charles Grover and Matthew McColm	In Chancery July Term 1850 The object of the bill filed in this case is to set aside two conveyances the one from the defendant Grover and others to the defendant McColm dated the 20th of April and the other dated the 18th July 1839. from Grover alone upon the ground as to the first and that it was made without consideration and fraudulently to delay hinder and defraud the creditors of the Grantor Grover And as to the other that it was fraudulently made to delay hinder and defraud the creditors of said Grover.

The answer of McColm with which alone we are to deal for that of Grover even if inconsistent with his could not be read against him denies the allegations of the bill, and the simple question is whether the fact offered by the plaintiff is sufficient according to the well and long established law of the Court to over come the answer.

Some discussion was had at the bar with reference to the character of that part of the answer which states how and in what manner the consideration set forth in the instruments