the parties advancing the same have no right or power to demand its reimbursements or have a sale of the University property therefor. And further that the only contingency in which such a sale can be is that of the semiannual dividend being in arrear for the space of 12 months and that there never has been any semi-annual or other dividend declared or due or payable in the premises. Wherefore this respondent hereto attaches its corporate seal by E. Foreman its Dean and Keeper of its Corporate seal and prays to be hence dismissed with its costs and charges in this behalf sustained.

J. Mason Campbell Solr for Rept. (Seal) E. Foreman, M. D. Dean of Medical Faculty of Washington University of Baltimore

And the said cause thus standing was continued, until the next Term of the said Court. At which next Term to wit July Term 1846 the Sheriff of Baltimore County made return of the said writ of attachment thus endorsed "attached,"

And afterwards at the same Term a writ of attachment to answer was renewed against the defendant Edward Green returnable to the next Term of the said Court at which next term to wit September Term 1846 the Sheriff of Baltimore County made return of the said writ writ of attachment thus indorsed "attached"

And afterwards at the same Term a writ of attachment to answer was renewed against the defendant Edward Green returnable to the next Term of the said Court at which next Term to wit December Term 1846 the Sheriff of Baltimore County made return of the said writ of attachment thus indorsed attached,

And afterwards at the same Term came the defendant Edward Green 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 Edward Green to the bill filed in this Court by William H. Conkling and others

This respondent now and at all times saving and reserving to himself all and all manner of benefit of Exception to the manifold errors &c for answer thereto nevertheless says,

That he admits it to be true that The Washington Medical College did on the 24th July 1835 execute and deliver to Charles F. Mayer James Frazier, James Corner and William H. Conkling the deed of trust as is stated in said bill of Complaint but this Respondent submits that said deed of trust is not valid and binding as against the creditors of said Complainants because the same was made to secure the stock holders of said Corporation in preference to its creditors and that the certificates proposed to be issued by said deed were in fact certificates of stock and not loans to said Company and this respondent not knowing cannot admit whether said Complainants advanced any money for the purposes mentioned in said deed of trust, but submits that if they did advance any it was as stock in said Corporation. And this respondent admits that a large house was erected upon the property described in said deed of trust which has been used as a Medical School and hospital for at least seven years after its completion and up to the time

of the sale herein after mentioned but this respondent denies that any profits arose from such occupation or that any dividends within the purport of said deed have ever become due and payable

And this respondent admits the rendition of the judgment in favour of said Jennings for the use of this respondent and that under such execution the said property has been levied upon and sold and purchased by this respondent which judgment was for a bona fide deed by said Corporation. And this respondent etc. submits that for the reasons assigned by his Co-defendants in their answer the said Complainants have no right of redress and he therefore prays to be hence dismissed with costs.

J. Glenn for respt.

On this 24th day of Decr 1846 before the subscriber a Justice of the Peace for the City of Baltimore personally appears Edward Green and solemnly affirmed that the foregoing answer is true

J. H. Carson Bell

And the said cause thus standing was continued from Term to Term untill July Term 1847 at which Term came the Complainants aforesaid by their Solicitor aforesaid and filed in the said cause the following deed.

Complainants Exhibit A.

This Indenture made this twenty fourth day of July in the year of our Lord one thousand eight hundred and thirty five between The Washington Medical College of Baltimore of the one part and Charles F. Mayer, James Frazier, James Corner and William H. Conkling of the City and County of Baltimore in the State of Maryland of the other part. Whereas by Indenture bearing date on the twelfth day of June in the year aforesaid and recorded among the land records of Baltimore County aforesaid a certain George P. Williamson and Mary his wife did demise and lease unto the party of the first part hereto their successors and assigns. All that lot piece or parcel of ground situated on the north side of Great Hampstead Street in the aforesaid City of Baltimore which is contained within the metes and bounds courses and distances following that is to say Beginning for the same at the north west intersection of Great Hampstead Street and Market Street and running thence northwardly binding on the west side of Market Street two hundred feet thence running westwardly parallel with Hampstead Street two hundred and nineteen feet nine inches to Apple Alley thence southwardly binding on the east side of Apple Alley two hundred feet to Hampstead Street & thence eastwardly binding on the north side of Hampstead Street to the place of beginning distinguished in the division of the estate of Daniel Williamson deceased by the number ninety three under and subject however to the payment of the yearly rent of one hundred and fifty dollars at the times and in the manner in said Indenture specified. And whereas towards the erecting a building to be called "The Washington Medical College of Baltimore" on said ground the sum of fifty thousand dollars in various has been engaged and agreed by sundry persons to be contributed which persons shall be identified