City here by George M. Gill and John Nelson Esquires their solicitors and exhibited their Bill of Complaint in form following to wit:

To the Honorable William George Krebs Judge of the Circuit Court for Baltimore City

The Bill of Complaint of Joseph B. Russell Henry P. Russell trading under the name and firm of Russell and Bro and Charles L. Eller of North Carolina and of The Bank of Commerce of the State of Maryland for themselves and all others, creditors of William Mason and Son and Mason and Brother who may become parties hereto, according to their respective rights and priorities.

Humbly sheweth that heretofore and on the Fifteenth day of February Eighteen hundred and fifty six a certain William Mason and Eliza T. Mason his wife and William Mason Junior whom we then and now are residents of Baltimore County in the State of Maryland, the said William Mason and William Mason Junior being then Merchants and Copartners trading under the name and firm of William Mason and Son, executed and acknowledged and delivered a certain Indenture or Deed of Trust to a certain St George W. Teackle and William A. Talbott who were then and now are residents of the City of Baltimore State of Maryland and by which they conveyed for the purpose therein stated the property therein described, a Certified Copy of which Indenture or Deed of Trust is hereto annexed marked Complainants Exhibit No 1. and which these Complainants pray may be taken and considered as a part of this their Bill of Complaint.

The Complainants further state that they have been credibly informed and verily believe that at the time of the Execution of the said Deed of Trust the said William Mason and William Mason Junior were largely indebted and greatly Embarrassed in their circumstances and were not in a condition to meet all their existing liabilities and has been subsequently shown were then in fact insolvent and unable from their means and property which they then had to pay their then existing liabilities.

These Complainants further state that by the said Deed marked Complainants Exhibit No 1. a certain Thomas Wilson and the firm of Thomas Wilson and Company composed of the said Thomas Wilson Robert W. Allen, and William S. Peterkin residents of the City of Baltimore agreed to loan to the said ~~the said~~ William Mason and William Mason Junior the promissory note of the said Thomas Wilson to the amount of $18000: and of the said firm of Thomas Wilson & Co to the like amount of $18000: making for both set of notes the sum of $36000: which said notes were to be payable six months after date and were to be loaned as aforesaid from time to time after the Execution of the said deed of Trust as might be desired by the said firm of William Mason and Son and that by the terms of the said

Deed of Trust the said loans of the said Notes were not to be made within any defined or definite or certain period of time but were to made whenever the said loan might be desired or required by the said firm of William Mason and Son and that by the terms thereof the said loans might be indefinitely postponed & might be made at any time after the Execution of the said deed of trust however remote and prolonged the said time might be and that the said notes when so loaned upon the request of the said firm of William Mason and Son were to be made payable at the Expiration of six months from the respective dates thereof, and were to be taken and retained by the said firm of William Mason and Son as they respectively arrived at maturity and that the ~~only~~ time stated by the said Deed of Trust as the continuance of the said loans of the said Notes was that the same were to be continued and renewed for the period of three and four years from the date of the first loan of the said notes, that is to say the loan of the whole amount of the said Notes say the amount of $36000; were to be made and continued during the period of three years from the date of the first loan of the said notes and to the amount of $18000: or one half part thereof during one year thereafter, that the period when the first of the said loans of the said Notes was to be made was not specified or fixed thereby but the same was made to depend upon the uncertain time or period when a demand or request of the loan of the first of the said notes might be made by the said firm of William Mason & Son.

Your Complainants now charge and state that the said Deed of Trust was made to hinder and delay the creditors of the said firm of William Mason and Son in the prosecution of their just claims against the said firm of William Mason and Son that by the terms thereof it manifestly appears that the property conveyed by the said Deed of Trust was so incumbered & burthened as to make the same responsible not at any given or fixed period but at any time after the Execution of the said deed of trust however remote therefrom when the said firm of William Mason & Son might please to demand the first of the loans of the said notes and that the said claim and incumbrance was to be continued for the period of three and four years as aforesaid from and after the time when the said first loan was made as aforesaid, that the said Deed of Trust because of the uncertainty of the time when the said loans might be made and the incumbrance thereby intended to be created might attach is fraudulent null and void and ought to be so declared and set aside as fraudulent null and void and as a hindrance and delay of Creditors as aforesaid.

Your Complainants further state that at the time of the said Deed of Trust the said Thomas Wilson and the said firm of Thomas Wilson and Co had or pretended to have certain claims against the said William Mason and William Mason Junior