Jer. W. Dobbin
Complainants Solicitor

Daniel Banks &c
vs
Nathaniel Williams &c

In Equity

These respondents respectfully except as follows.

1st To the Evidence of Charles H Pelle because he is a creditor of said Hannah K Chase and Edward is particeps criminis in the fraud claimed by the Bill of Complaint,

2d To The Claims filed in this cause as follows viz The Note and account of Nathaniel Williams the Claim of Sarah Polk the Claim of Chas H Pelle the Claim of H Eichelberger Chew respectively marked Complainants Exhibit No 1 Sarah Polk Complainants Exhibit No 2. Chas H Pelle Complainant Exhibit No 3 H Eichelberger Chew Complainants Exhibit No 3 and also to the Note of $300 held by Wales and in which Henry Chew Executor the defendants insist that each and all of said claims except that of said Wales on which judgment was recovered are barred by the Statute of limitations more than three years having elapsed from the Maturity thereof respectively before the filing of them in this cause and they further except to the same because endorsements were found on all said claims under the hand of W A Talbott and the holders thereof thereby stopped from impeaching the date of 20 August 1844,

3d And they except to the Note filed with Bill of Complaint marked No 1 as No 1 because the sum is shown by the endorsement on the same to have been transferred to said Banks subsequently to the date of 20 Aug 1844. and no claim or cause of action existed in respect of said Note until so transferred to said Banks and because the said Note is antedated so as to appear to have been executed prior to the said date of 20 August 1844 Whereas it was executed long afterwards and because the same does not appear to have been obtained by said Banks for a fair and bona fide Consideration but was obtained by him as part execution of a scheme between the said payee thereof to obtain for said Banks through means of the fraud and undue influence of said payee and for inadequate considerations paid to said payee by said Banks claim against the said Hannah K Chase to a greater amount than her property will arise of enabling the said Banks to absorb the whole or a greater part of her property for the Considerations aforesaid, and because the said Note is founded in usury and the said Banks refuses to discover the amount paid therefor by him,

4th And they further except to the Note filed and returned with the Commissioners Marked Complainants Exhibit No 4 because it does not appear by whom

the same was paid and to whom it belongs nor is the Execution thereof proved except by C H Pelle an incompetent Witness nor is there any affidavit proving the Justice of said claim, and for other reasons.

5th And they further except to the Note filed and any proceedings had and proved by the affidavit of Robert Kennick because the same was executed long subsequently to the date of 20 August 1844 and antedated so as to appear antecedent to said Deed and because even if the same were not antedated the said Note remained in the hands of C H Pierce who held the same for accommodation until long after the date of said deed, and after the death of said H K Chase when the same was paid to said Kennick at the time and for the Consideration stated by said Kennick and the said Note then and not prior to the execution of said deed became available as against the Estate of said H K Chase and because the said Note was concocted and originated in usury by which said Kennick was a party and nothing is due thereon except the amount so stated by him to have been paid thereon, and because of other reasons appearing in the Evidence,

R J Brent
H May for Defendants.

Whereupon for that the Court here is not yet advised to give its judgment of and upon the premises aforesaid day thereon is given to the said parties to hear thereof its judgment until the 2d Thursday in May then next &c. At which said second Thursday in May it appearing to the Court here the parties aforesaid by their Solicitors aforesaid, And thereupon afterwards to wit on the 10 day of May in the year last aforesaid by leave of the Court here first had and obtained the following copy of account certificate of Wm A Talbott Trustee agreement copy of declaration and copy of Docket Entries duly attested and certified by the Clerk of the Superior Court of Baltimore City with an Agreement of Counsel endorsed thereon and certificates of Jacob Horn & Benjamin Horn Chauncey Brooks, and Samuel Wiley with an agreement of Counsel endorsed thereon were filed in said cause to wit

In the case of

John Patterson
vs
William A Talbott

In the Baltimore County Court
in Equity

The Auditor Reports to the Court that he has examined the proceedings claims and proofs filed in this cause and that in obedience to the Courts order of the 24 January last he has stated the within account respecting all claims not proven and distributing the funds amongst the said Creditors whose claims are proved,

All which is respectfully