that they affirmed the Deed to Talbott by accepting a dividend from him as trustee under it but by no means follows that by this act they affirmed the deed to the Messrs Williams. The deed to Talbott was not confirmatory of the first deed of trust nor was the deed of trust to them much any part of the former. It only declared that after the death of Mrs Chase to stand seized the property conveyed by her for the uses to set out in her Will and Codicil thereto therein recited and specially referred to and declared from herself to the Messrs Williams. Now this reference is made manifestly for the sole purpose of obtaining a more definite description of the Will and its several Codicils, which which it will be found upon inspecting said deed are mentioned in it according to their respective dates &c. and the utmost that can be learned by reference to this deed is, that in regard to the property conveyed by it to after the death of Mrs Chase the trusts of the two are the same by the trusts of the Will and Codicils "which is already observed were stored until it was admitted to be total. And it may be well questioned whether Creditors by accepting a dividend under a deed like this to Mr Talbott whose trusts were not dissolved would be estopped from impeaching such trusts after they were made known and found to be fraudulent and void as against them. Certainly this act cannot prevent them from impeaching the other deed. It is asserted that it does and is to say that at the time they accepted their dividends they had knowledge that this deed was of such a character that they might have impeached it but having their right to do so they affirmed it by taking the dividends. This knowledge it is manifest could not have been imputed to them and therefore they cannot be said to be estopped from doing that now which when they did not there they had a right to do and which for that reason they cannot in fair be considered as having waived for by a man waives rights which arise from facts of which he is ignorant at the time he does the act, which if done knowingly

might estop him.

The Original Complainants in this Bill are Daniel B Banks and John Stewart. The former filed with the Bill but one exhibit showing any claim against Mrs Chase which was a promissory Note for $2000 dated the 30 July 1844 payable in one year after date and endorsed by the payee William C Barney. The signatures of the maker and endorser of this Note were proved under the Commission.

In a suit at law against Mrs Chase on this Note the plaintiff might have rested his case on this proof, admitting it to have been an accommodation Note Kennick vs Williams 2 Md Reps 356 I have looked carefully through the Record and can find no evidence adduced by the defendants that invalidates the claim on this Note. Their objections have nothing to rest upon but Banks answers to the interrogatories propounded to him. In answer to one he admits that he received it after its maturity.

In answer to another requiring him to state the exact amount of the consideration he paid for it, he says "he cannot state the exact amount because there were several Notes of the same date and amount received by him at different times" and he further insists that the said Note was bought and paid by him as his property and is absolutely his.

Now the case of Kennick vs Williams above cited decides that the fact of his having bought the Note after due ~~was~~ does not admitting it to have been an accommodation Note does not impair his right to recover the amount from the holder" and there is nothing in his other answers to show that he was not a holder for value, on the contrary he insists that he purchased it, paid for it, and that it was absolutely his. Though for the reasons mentioned by him, he says he cannot tell the precise amount of the consideration paid for it, I can discover no sufficient Evidence in this cause, or other grounds of objection to defeat the Complainants claim on this Note. The claim of the other Complainant Stewart appears to be on a judgment against