Howard Heir Notes in some instances they descended Mr Howards Notes and sometimes descended Notes of other parties held by Robert Howard for the Amount on or 3 or 4 Months and when the time exactly runs the Amount of the money was 15 or 16 thousand dollars that White and Elder were liable for by their endorsements and their own Notes Mr Elder called at Robert Howards office and got the Notes mentioned in paper mark'd R H No 1 under this the Notes were Commissions for transacting business for them in raising money Mr Howard's business of raising money and other business when these Notes fell due and other liabilities Mr Howard could not pay them and other arrangements were entered into which papers R. H. No 2 and R H No 3 explain better than Defendants could, after the said Notes were given for five thousand and fifty dollars the Amount of Liabilities of White and Elder were increased White and Elder to extend before the Mortgages were given exactly as was an additional five thousand dollars given for the increase and Extension of time it was embodied with the rest of the liabilities in the Note mentioned in R H No 2 Sixty and three hundred and sixty seven dollars and Twenty cents that is the Amount including the ten thousand dollars supposed to be paid as Commissions these are the Amounts realized in the three Mortgages about Mr Howard gave to White and Elder Deal Know about positively but this is what defendant learns this last remark he means applies to the three Mortgages cannot state the Amount of money Robert Howard received under the Arrangements hereinbefore entered into that was to be paid in the Commissions was put in the account as Mr Howard would give his Notes to White and Elder and they would sell them and give him the proceeds, the discount being 1 per cent 2 per cent never less than 1 per cent Sometimes White and Elder would discount the Notes themselves at 1 1/4 per cent per month they sold but is unable to state the Amount of discounts given by Mr

Howard and agrees to be paid the Extras found memoranda of the amounts between the parties R H No 1 No 2 and No 3 are in Mr Elders hand writing & signed by him Defendant received them from Mr Elder

Sam'l Bayne W H Hayward J. P.

State of Maryland Baltimore City Sct. I hereby certify that William H Hayward Esquire before whom the annexed affidavit was made and who has thereto subscribed his name was at the time of so doing a Justice of the peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn. In testimony whereof I have hereunto set my hand and affixed the seal of the Superior Court this 19 day of May A D 1859.

Geo E Sangston Clk of Superior Court

And on the said 21 day of May in the year last aforesaid the said Complainants by their Solicitor aforesaid filed in Court here the following objections and Notice to Wit.

White and Elder

vs. Circuit Court for Baltimore County

Robert Howard In Equity.

The Complainants object to the filing of the Exceptions of the Trust Deed from Co Sexton in Court this 21 May 1859 as a cause shews.

1 That said Exceptions were not filed in time. 2 That said Exceptions were not filed until the day of hearing of the exceptions of the Trustees in Trust Estate. 3 That the testimony taken in the part of the said Trustees is not admissable in Evidence on these Exceptions. Therefore the Complainants ask the Court to direct the Clerk to said Exceptions off the file in that your Honor will disregard them as not taken in conformity with the provisions of the act of 1826 Ch 193 and 1845 Ch 352

J Pat Kerr Solr for Compts.

And afterwards to wit on the 26 day of May in the year last aforesaid the Court here filed in said cause the following opinion to Wit