stock with a view to entering into partnership in the business of making and selling Carriages according to the said proposition said George but found that he had not means enough and the project was dropped, At the same time said George and James came to a settlement of their accounts when the said James was found to be indebted to him in a large sum in payment of which the said James assigned his and half interest in the lot and factory on Hanover Street to said George leaving a balance due to said George of twenty three hundred and seventy eight dollars and twenty five cents ($2378.25) for payment of which the said James gave to said George his several promissory Notes dated 1st January 1857 each at 12 Months with interest from date.

That the project of a partnership between the said parties having been abandoned the said George rented the said factory to his brother James at the rent of one thousand dollars per year to commence from the 1st January 1857.

That afterwards these Notes were given further loans were made by said George to his Brother and dealings had between them, when upon a settlement of all their transactions on the 11th May 1858 it was found that said James was indebted to his brother George in the sum of about twenty six hundred and twenty dollars which with the amount of the Notes aforesaid and rent of the factory in round numbers made on said last mentioned day the sum of $5000.

That said James Jackson in payment of said sum and which he insisted should be so paid transferred to said George all his Carriages and Stock in trade used in factory and insisted also as a further Consideration for said transfer that the said George should assume the payment of other liabilities of his to his Creditors amounting in the whole to $1900, which the said George was obliged to do and which he did and for which he gave his Notes secured by a Mortgage on his said property in Howard Street.

That said George Jackson having thus become owner of said Carriages employed the said James at a Salary of $500 per year to go about in the Country and peddle off the said Stock, which he agreed he would do in one year that from the said 11 May the said James proceeded in his employment to dispose of said Carriages and acted therein in a manner so inefficient and returned such unsatisfactory accounts that he hardly returned during the year enough to pay off store expenses three debts of his creditors which had been assumed by said George and to secure which he had given a Mortgage upon the Howard Street property; that then in May 1859 the said George Jackson dismissed the said James from his employment and demanded of him the Carriages which he had previously taken away to be sold, but which remained undisposed of scattered about in stores in various parts of the Country in the lower Counties of the Western Shore, that the said James Jackson refused to deliver the same, whence a quarrel took place between him and the said George this was in May 1859 The said James then complained to the Elders of the Church who spoke to George when it was agreed between them and the said James to submit their differences to said Elders, that they after some examination and advice James to give up to the said George the remaining Stock of Carriages which he had taken to the Country to dispose, but which still remains on hand that said James refused to comply with this advice alleging that the whole Stock including that in town and Country would pay his indebtedness to said George That said James then demanded that his Brother the said George should resell to him what remained of the said Stock of Carriages without any security to be given therefor, which the said George positively refused to do. Some four weeks after in June 1859, or thereabout one day in the absence of said George from the factory the said James took and

carried away three of the Carriages from the factory retaining them with three he had in the Country without the Consent and against the Orders of said George That the said James had applied for the benefit of the Insolvent laws in the Months of May or June,

That after this by the advice of one of the said Elders the said George agreed to sell all the remaining Stock of Carriages for forty two hundred dollars payable in Notes bearing interest to a certain John Foley who was suggested as the purchaser by the said James that accordingly the said John Foley gave his Notes being six in all bearing date the 16th day July 1859 to be payable in 60 days 4, 6, 8, 10 and 12 Months after date with interest as said Notes being endorsed by said James Jackson when all said remaining Stock of Carriages were drawn to said Foley and James Jackson and said Notes to the said George Jackson amounting in the whole to about forty two hundred dollars none of said notes were paid at maturity and a great part remains still unpaid.

That about the 1st of August 1859 the said George passed off to a certain Silas McMullen two of the said Notes mentioned above as at 6 and 8 Months one for $700 25 cts and the other for $699.24 cts and gave a Mortgage on Asquith Street property as security for the punctual payment of said Notes at maturity that said Notes being sued according to their form, suits were instituted thereon against the said George Jackson John Foley and James Jackson by Silas McMullen in the Superior Court of Baltimore City and in the Court of Common Pleas. That Judgment was obtained against the said Defendants except James Jackson in said suit in the Court of Common Pleas that a decree was obtained on the Mortgage on the House and Lot on Asquith Street as aforesaid under which the said property was sold for Eight hundred and fifty dollars and the surplus money applied towards the payment of said Notes.— That the amount of said Judgment was paid by said George Jackson and the said judgment entered to his use and a fifa issued against goods and effects of the said John Foley and is now in the hands of the Sheriff to be executed by him that the amount thereof is about four hundred and twenty dollars and costs and the said Respondents deny that the said George Jackson did ever express any design or intention, or that he has or has any design to secrete or send away the said Judgment or the proceeds thereof from the Creditors or that he has any creditors, or sum any Costs etc and that the allegation against him in said bill in these particulars are altogether false and without any foundation whatever or that the said George Jackson did combine with the said James Jackson in any manner whatever to defraud the Creditors of the said James Jackson either to give and an undue preference over another or in any other manner or way to intermeddle with their rights and defeat their claims, And the Respondents hereby aver and believe that the said bill was filed by the said James Jackson to prevent the execution of the said and of fifa against the said goods of the said John Foley and in Combination with him the said Jackson pretending that he has an interest in said goods and effects, in connection with the said Foley and that the said James Jackson threatened to break up the said George Jackson unless he would release the goods of the said Foley and the said Respondents charge as they believe that the said Bill and proceedings in this cause were prosecuted by the said James Jackson in Execution of his said threat that

The Respondents deny that the said George Jackson did fraudulently at or about the time of this Compromise as aforesaid with his Creditors sell lots of ground in the City of Baltimore as is alleged against him in said bill that besides the property which he had at the time of the Compromise aforesaid of a house and lot on Asquith Street and of seven Streets of which his Creditors were informed as aforesaid the said George Jackson out of the assets of his Stock and business did on or about