Mortgage from Levi Easton to Hezekiah Easton on or about the 13 day of May 1856 and in the said Bill referred to which said Mortgage was attempted to be and by the said Roman is claimed to have been transferred to him on or about the 23 day of February 1857 by the said Levi and Hezekiah Easton as by the said original Bill will appear and not in fact pay for the said pretended Mortgage debt sufficient valuable consideration if he did in fact pay for the same any consideration whatever which your Orators are informed and now charge that he did not, Wherefore your Orators charge that the said J. Dixon Roman is not in law or Equity a bona fide purchaser for valuable consideration of the said Mortgage debt and is not a bona fide assignee for valuable consideration of the said Mortgage, but that if you be good any consideration whatever for the said alleged purchase and assignment the same was insufficient alleged and partial and was in fact but a loan for and upon usurious interest at a very heavy rate, which was made to the said Hezekiah Easton in the corrupt shape of a purchase of the said Mortgage debt and was in fact made by the said Roman with a knowledge of the Equities of your Orators and others as set forth in the said Bill and for the purpose of perfecting the premises in question from the attachment of your Orators and so that said Easton with the said Moneys so usuriously loaned to him and with the said property so corruptly purchased from the proceedings of your Orators might make terms with your Orators and others and buying up at a depreciated rate their claims justly due to them.

To the end therefore that your Orators may have discovery in the premises, as in their said original Bill prayed, and that the said J. Dixon Roman may upon oath answer the same and all the matters and things aforesaid that is to say

That he may on his oath state what was the actual amount of the consideration which he gave or contracted to perform to give for his alleged purchase of the said Mortgage debt and for the assignment to him of the said Mortgage, that he state the same precisely in dollars and cents, that he state and answer whether he paid the same in money, or by check, draft or order, if in money when, where and in whose presence where he therefore immediately procured the same of what bank that he state of what bank it was, indorsed that the name the person of the said the same by check draft or order that he state on whom and to whom order the same was drawn to whom the delivered it, what use was made or intended or agreed to be made of it, whether it was presented and paid, or withheld from presentation, if the latter for how long, if it has been paid whereby where and to whom, if in his possession, that he produce and file it with his answer and state when and from whom he received it, that he further discover in whose hands or possession the same was when he filed his answer to the original Bill in this case whether when the said original Bill was filed or when he received notice thereof he did not forbid the payment of the said check, order or draft and direct and request the person or bank on whom the same was drawn to withhold the payment thereof and also notify and direct the person having possession of the same not to collect or

present it, and whether said presentation was not withheld and said payment also withheld refused or not and

And that your Orators may have such other and further relief as their case may require, in view and for the procuring whereof they hereby tender themselves ready to do all such Equity in the premises as your Honor may adjudge and especially that the said Roman may be decreed to be without claim or right to enforce with the relief by your Orators prayed and that any and all his pretended claim and interest under the said Mortgage and the assignment thereof and the deed of trust in the original Bill set forth may be declared null and of no effect.

May it please your Honor to grant to your Orators subpoena to the said J. Roman directed that he appear and answer &c and they will ever pray

J. J. Wales
Thos H. Hall Sol for Compl

Sp 3 May 1858.

William Woodville & Son
vs
J. Dixon Roman et al

To the Honorable William George Judge of the Circuit Court for Baltimore City. In obedience to the summons issued in the above cause requiring the undersigned as trustee to show the amount of trust funds in his hands &c &c he respectfully reports. That he has sold the property conveyed to him in trust by Levi Easton in trust &c The dwelling house on Baltimore and the furniture therein - and the dwelling in West Washington Street and the three in Franklin Street in Hagerstown as appears by his report heretofore filed - at the time and for the prices thereon mentioned, and he is chargeable with the cash proceeds of said sales except $244 07/100 for furniture purchased by Levi Easton at the sale and which the auctioneer suffered him to remove under the belief that it was with my consent and which is not yet paid but which the undersigned hopes to collect and his liability until collected he submits to this Court. Including this sum he is for the present he is chargeable with the following viz

Cash received for House in Baltimore	$18.000
do " Furniture thereon per list	4 401.53
do " House on W Washington St Hag'T	3 520
do " 3 Houses Franklin St do	3.099
Gross amount of sales	29.018.53

And he claims allowance for the following charges and expenses already paid or incurred to be paid viz

For Cash to Gibson & Co Auctioneers for sale of House in Baltimore per bill filed	152.32
For Cash to same for sale of furniture per bill and receipt filed	224 08
For Cash to Crier for selling houses in Hagerstown	5.
For Cash for advertising sale in the Herald Wash and Chronicle per bills	13 50
For cash paid for recording deed of trust in Balto and Washington County	5.