be produced and cancelled and of the holder of the Check by and allowing this respondent to have the benefit of the decree in his favor awarding to them the whole amount of the Mortgage and interest he has paid the holder of the check thereunder claiming acting upon this belief this respondent took up the check and filed it in this cause suppressing that he was thus fraudulently executing the Courts intention and relieving it of an enquiry the only object of which would have been to protect this respondent. This view will derive additional strength from considering what possible interest have these Complainants in the disposition of this $13000 and interest. The prayer of their Bill is that they Mortgage of the 13 May 1856 and the deed of trust of 24 July 1857 may be set aside as fraudulent and void and if decreed to be so that the trust may be administered under the direction of this Court. They no where claim this fund either directly or by the operation of any principle of law. Now the decree of this Court has established the validity of this Mortgage of the 13th May 1856 and the deed of trust of 24 July 1857 and the only part of the prayer to be granted is the administration of the trust fund so as to secure the Complainants and all other their lawful rights and priorities in the premises. But this $13000 and interest constitute no part of the trust fund. It is a sum to be paid by this Respondent to Hezekiah Easton or his assigns holders of the Check before this Respondent can participate in the trust fund as the owner of the Mortgage of 13th May 1856 unless therefore the proceedings then that these Complainants have a claim on the amount as the assignee of Hezekiah Easton and the holder of this respondents Check and unless the said proceedings further shew that this respondent has no rights at law and equitable the said Complainants have and such interest as entitles them to have the same brought into Court. It will also be remembered that this sum of $13000 was due upon this Respondents Check and was bearing interest and that this Check was in the hands of a holder not a party to this cause and not bound by any decree or order passed therein, in compliance by this Respondent therefore with the order of this Court would have offered no protection to him in a suit brought against him by the holder of the Check. If the money from any cause had been lost or the stock in which it was invested had depreciated this respondent would not have been protected by the order of this Court unless Philip Roman the holder of the Check had been a party to the cause. This Respondent therefore respectfully submits to your Honor whether he had not a right to protect himself against a liability against which the Courts order would not have been protection to him. And this respondent further respectfully submits to your Honor that on the 31 June 1860 your Honor ordered the whole fund in hand being $26.879 31 to be brought into Court, whereupon this Respondent appealed and gave an appeal Bond in the penalty of $30 000 in which as well as in the official trustee's Bond of this respondent the said Complainants have an ample security for all their rights in the premises. To insist therefore on this respondents bringing in the further sum of $16975 53 or to give another larger Bond on an appeal from the said order, this Respondent cannot but think would be inequitable and

oppressive. This Respondent therefore prays that he may be cleared from the said contempt committed by him in ignorance and that the said order to bring the said sum into Court may be discharged, or if not discharged that the said Check which has been paid and brought into Court may be considered a compliance with the said Order.

Geo W Dobbin Solr for Respt

Feb 5 December 1863 — J Shaff Stockett & Francis Weems for Complts

The matter of the foregoing petition and the answer thereto having been considered and argued herein therein it is ordered on this 5 day of December 1863 that the said petition be and the same is hereby dismissed.

Wm Gr Krebs

Woodville and others vs Reed Easton and others

To the Honorable Wm Gr Krebs Judge of the Circuit Court for Baltimore City

His petition of J Dixon Roman respectfully prays the Court for leave to withdraw from the files of this Court for further proof thereof the Check of the said petitioner and the receipt of J Philip Roman filed in this cause on the 25 Sept 1863.

Geo W Dobbin Solr for J Dixon Roman

The matter of shewing cause why an attachment for contempt in the above case should not issue being over for further proceedings. It is Ordered on this 5 day of December 1863 that the petitioner J Dixon Roman have leave to withdraw the papers referred to in the foregoing petition.

Feb 5 Nov 1863. Wm Gr Krebs.

Woodville and others vs Reed Easton and others

Circuit Court for Baltimore City

(Consolidated cases)

To the Honorable William Gr Krebs Judge of the Circuit Court for Baltimore

The petition of the Complainants respectfully represent that a certain J Philip Roman has filed for adjudication in these cases certain claims to a large amount as alleged holder and owner of certain promissory Notes of Reed Easton and Company endorsed by Hezekiah Easton being as your petitioner charge a portion or the renewals of a portion of the promissory Notes of the said parties, which he endorsed which were designed to be protected and a by the Mortgage of indemnity to Hezekiah Easton heretofore in these proceedings often and frequently mentioned and now for greater certainty here referred to. Also petitioners reserve to themselves expressly the benefit of all exceptions by them heretofore taken or hereafter to be taken to the allowance of the said claim particularly that the said Roman is entitled in no wise to set up the same in whole or in part in these proceedings and particularly as against your petitioners for further and particular exception they likewise hereby represent that the said promissory Notes which the said Roman has filed as the vouchers and which are the vouchers of his said claims and which he sets up as his own property are in fact the property of the said Hezekiah Easton the endorser thereupon and were purchased by the said J Philip Roman as the Agent and for the benefit of the said Hezekiah under an agreement theretofore between sufficiently proven and confessed in these proceedings I between the said Philip and the said Hezekiah whereby the former did agree to purchase for the latter, at reduced rates in the market the notes of Reed Easton & Co on which the latter was endorser as aforesaid and which were covered by the Mortgage of indemnity aforesaid he the said Roman to receive for himself and share with his brother J Dixon Roman (as compensation to the said Philip for making such purchases and to the said Dixon for making advances therefor) the one half of the profit to be made that is to say the one half of the discount or depreciation at which