

statute ; since it is clearly shown that the defendant was in Baltimore more than three years before the present bill was filed—that his being there must have been, and was in point of fact, known to the complainants, and that they had full and ample opportunity, if they had thought fit, to proceed against him then. *Hysinger vs. Baltzell*, 3 G. & J., 158.

But apart from these objections, I cannot bring my mind to the conclusion, that the complainants have any claim against this defendant, John C. White, upon the merits.

The evidence, I think, clearly shows that he is not only entirely blameless in this transaction, but that he has been guilty of no laches which could, upon any just principle, render him responsible, for the proceeds of this stock to these parties. There is nothing, as it appears to me, in the evidence, which brings home to him a knowledge that these shares of stock stood in the name of Joseph White in trust for the complainants, nor that he or they had any interest therein ; and in his answer, being in this particular directly responsive to the bill, which alleges notice of the trust, any such trust is expressly denied. It is stated in the answer of this defendant, that in the months of January and February, 1840, a large amount of the shares of the stock of this banking company were sold by him, as a broker, for his father, Campbell P. White, and his uncle, Robert White, both of New York—that he knew them, and them only, in these transactions, and accounted with and paid them the money as his principals ; and the proof of Campbell P. White, under the New York commission, is in precise accordance with this statement in the answer.

There can be no sort of doubt, therefore, that this defendant, John C. White, has paid to the person by whom he was employed, the proceeds of the sales of this stock ; and it also appears from the letters of Joseph White, the father of the complainants, by whom the stock was held in trust, addressed to the said Campbell P. White, that he knew that the money had been received by the latter. The attempt, then, is, five years after the date of the transaction, to compel this defendant to pay the money a second time. That he has already paid it is