

injunction to restrain Jones from conveying any of his property to the said Albert and wife, to secure or pay the debt due to them, in preference to the rest of his creditors; and to restrain said Albert and wife from receiving any such preference. The injunction was accordingly granted.

Among the debts due by Jones was a large sum of money belonging to his sister, which he held as trustee for herself and her children, and which he had appropriated and misapplied to his own use. In November, 1845, upon their application, he agreed to convey to Albert and wife a certain property in the city of Baltimore, called the "Wheatfield Inn," with a view to secure the moneys so misapplied by him. But this agreement was never executed. On the 29th of September, 1846, pending the injunction granted upon the preceding bill, and after it had been served upon them, Albert and wife filed their bill in the equity side of Baltimore County Court, alleging the violation of the trust on the part of Jones, and his promise to protect the interest of his sister, by a conveyance of the Wheatfield Inn, and his failure to do so, and praying that he may be decreed to pay them the money due under the trust, and misapplied by him. On the 22d of October following, they filed a second bill in the same court, of the same import as the first, alleging, moreover, the intention of Jones to make conveyance of his property for the benefit of his creditors, and praying for an injunction to prevent him from conveying for this purpose the Wheatfield Inn, which was granted. On the 31st of October, a decree was passed on the first bill, directing Jones to bring into court the amount ascertained and admitted to be due the complainants, Albert and wife. On the 26th of the same month, Jones executed a conveyance of all his property except the Wheatfield Inn, to Ross and Winn, in trust:

1st. To defray the expenses attending the execution of the trust.

2d. To the payment of the several preferred creditors named in the schedule annexed to the deed.

3d. To the payment of the claims of such creditors as shall, on or before a given day, (the 1st day of January next,) exe-