

into the concern about \$600 worth of groceries, which had been purchased on credit from the defendant, Jerome, who charged them to the firm. Thomas continued to carry on the business by himself until some time in September or early in October, 1848, when he failed, being at the time utterly insolvent. Very soon after this, that is to say, on or about the 7th of October of that year, Thomas proposed to a portion or all of his creditors, to make a general assignment for their common and equal benefit, of all his assets, provided they would release him from responsibility. This the defendant, Jerome, agreed to do, but some or all the other creditors refusing, the assignment was not made, and the arrangement abandoned. Mr. Jerome, in his answer, states that the proposition by Thomas to him was made about September, 1848, he being at that time a creditor to the amount of \$2,130, but the proof of Randall shows that the proposition to Bansemer, a creditor, was made about the 7th of October, 1848. Upon the abandonment of this proposition, and in a few days after the last-mentioned date, Thomas made sale of his entire stock of goods, and having paid a note for \$187 25, which was endorsed by Jerome, and discounted at the Western Bank of Baltimore, he paid over to Jerome the whole residue of the proceeds of the sales, amounting, with other moneys, to \$990 in cash, and transferred to him notes and furniture (the latter worth about \$75) amounting to \$1,010. I am quite satisfied from the proof that the money, moneyed securities, and property paid, assigned, and delivered by Thomas to Jerome, constituted, with a very inconsiderable exception, everything he possessed. In fact, it may perhaps be safely stated, that he reserved nothing which, under our insolvent laws, he could be required to surrender for the benefit of his creditors, and, in fact, when he petitioned on the 5th of February, 1849, he returned no assets of any description whatever.

The bill assails the preference given to Mr. Jerome upon two grounds: 1st, that it was given with a view and under an expectation on the part of Thomas, of taking the benefit of the insolvent laws, and with intent thereby to give an undue