on it if it were not paid by a certain day. Thereupon, the cashier of the Farmers & Mechanics Bank of Frederick County told the said Fischer, that if he would, out of his own means, pay a part of the sum due on said note, the Bank would discount a note for him to enable him to pay the balance. Upon this the said George I. Fischer had discounted at the said Bank a note with the name of the said Jacob Markell upon it in these words: "Nov 8th 1854 Six months after date we jointly and severally promise to pay to Thomas W. Morgan, Cashier or order four hundred and seventy five dollars value received, negotiable and payable at the Farmers and Mechanics Bank of Frederick County. G I Fischer, Jacob Markell, Joseph Beran" And the four hundred and seventy five dollars raised on the said note with the balance out of the said Fischer's own funds, were applied by the said Fischer to the payment of the note to the said Cornelia H. Smith and Philemon Smith in which the said Markell was security and as such indemnified by the mortgage mentioned above, by an immediate entry by the cashier on the books of the said Bank to the credit of the said Smith's, and said note was delivered to the said Fischer, That at the time the said Markell put his name on the said note for four hundred and seventy five dollars, it was understood by him and the said Fischer that the money to be raised upon it was to be applied to the payment of the balance due on the aforesaid note to the said Smith's. That the name of the said Joseph Beran on the said note was procured by the said Fischer; because the said Bank required another security or drawer. That the said note for four hundred and seventy five dollars with the interest is still unpaid, and owing by the said Fisher, Markell and Beran; and that the said Fischer is now notoriously insolvent, and was generally known to be very heavily indebted at the time the said note was discounted.

Sam'l Tyler. Sol for Exceptor
Grayson Eichelberger. as Trustee of G. I. Fischer
& Sol. for Creditors of G. I. Fischer

Trustees 2d Report

Agreement of Solicitors & Parties

Grayson Eichelberger
vs
George I. Fischer, Alexander B. Hanson, and Others

No 2681
In the Circuit Court for Frederick County
Sitting as a Court of Equity

It is hereby agreed that George I Fischer one the defendants in this cause and his wife executed at different times, mortgages to Alexander B Hanson, Jacob Markell and Michael Keefer defendants in this cause to indemnify them as securities for him in notes to several persons for large amounts of money, which mortgages, it is not necessary to recite, as they do not bear on the question presented in this case. After the execution and recording of the said mortgages the said George I. Fischer and wife on the 26th day of November 1850 executed to the said Jacob Markell the following mortgage which is filed in the cause as Exhibit No 5 to bill, of the same property conveyed in the aforesaid mortgages (here insert it). And after the execution of the last mentioned mortgage and the same was duly recorded the said George I. Fischer and wife on the 24th day of June 1852 executed to the said Michael Keefer, Alexander B. Hanson and Jacob Markell, another mortgage of the same property and the same was duly recorded (here insert it) that Grayson Eichelberger the holder of one of the notes set forth and secured in the first mentioned mortgages to Alexander B. Hanson, Jacob Markell and Michael Keefer, filed a bill on the equity side of the Circuit Court for Frederick County for the sale of the mortgaged property; and after answer by all the parties defendant, a decree was passed for the sale of the mortgaged property and the said Grayson Eichelberger was appointed Trustee to make sale of said property, and he assumed the trust and sold the property for $24750. and brought the funds into court for distribution, That the

Court's Order