

December advertised by the sheriff to be sold on the 6th of January then ensuing, for cash.

On the 4th of January, two days previous to the time fixed on for the sale, the present bill was filed, which states the facts here related; and that no notice of the demand was given to your orators who represent the interest of John Gibson, who was entitled to one-third of the stock of the company; no opportunity was offered them contesting it; but in pursuance of an arrangement entered into between Caton and the plaintiffs, the proceedings mentioned took place. That at the time the judgment was given, with such eager precipitation, the manufactories were carried on by the company, yielded such great profits, that the debt, if really due, would have been satisfied, if the usual course, which precedes the obtention of judgments, had been pursued. The bill also states, that Caton, combining and confederating with Robert and John Oliver to injure and defraud, and with a view of placing beyond their reach the property caused the judgment and proceedings.

To this bill, as well as the first, Richard Caton, against whom such serious charges have been made, has not answered.

Robert and John Oliver, in their answer, admitting the judgment, deny that in entering the said judgment there was any illegal confederation or fraud on the part of those respondents, or as far * as they know, on the part of any other person; so far from it, they positively aver, that whole amount for **610** which the judgment was entered was, at the time of entering the same, and still is justly and fairly due. The answer states, that at the instance of Richard Caton, he being legally constituted president, they loaned to the company, at different times, several sums of money, amounting in the whole to the sum of \$17,000, on the 20th February, 1822, under an engagement entered into by Caton with them, he being fully authorized to make such engagements, that the said company would render them secure by giving them a judgment against the company. That the pecuniary embarrassments of the company, at the time when the advancements were made, were such, but for them, an entire stop must have been put to their proceedings, to the great loss and injury of all concerned. The only likely way to better their condition was to procure loans on the faith of the property; that they authorized their president to enter into such loans, and to pledge, if necessary, the funds of the company; that the loans never would have been made if such security had not been obtained; or some other good and sufficient indemnity; without the loans the company must have come to a stop.

Several questions present themselves, arising from the facts disclosed by the bill and answer. First. Admitting that the whole sum of money was loaned, could the defendants Robert and John