

del County Court on each of them, and levied upon all the property of the Cape Sable Company; which was advertised to be sold on the same day appointed for the sale under Oliver's execution; that all four of these last mentioned judgments had been satisfied by money advanced by the defendant Carroll to the defendant Harper, who afterwards assigned them to the defendant as a security for the money so lent and advanced by him; that on the 4th of June, 1824, after the property of the Cape Sable Company had been actually taken in execution and advertised for sale, actions of debt on these same judgments were docketed by consent, and judgments confessed thereon in Baltimore County Court for the use of the defendant Carroll; that although these latter judgments may be void; yet the property of the Cape Sable Company, in which these plaintiffs have so large an interest, cannot be thus subjected at law to a double execution for the same debts; and that the sole object of all these proceedings has been to deprive these plaintiffs of their rights, and to exclude them from all connexion with the Cape Sable Company as legal and equitable stockholders therein. Whereupon the bill prayed for an injunction to stay the proceedings at law, &c. Which was granted accordingly.

Richard Caton, by his answer to this bill, admitted that the proceedings at law had been had as stated; but averred, that they were all *bona fide*, and that there was no fraudulent intention on the part of any of the defendants, &c. The defendants Robert G. Harper and the Cape Sable Company answered to the same effect, **622** \* and he averred, that the judgments of Slye, Love, and the Barbers, never had been satisfied, and that they had been regularly assigned to the defendant Carroll for a valuable consideration. The defendant Robert Oliver, by his answer, states and avers, that the amount for which he had obtained judgments against the Cape Sable Company in Anne Arundel County Court was for money lent and actually applied to the use of that body politic; that the decisions of this Court of the 21st of April, 1823, and the 7th of May, 1824, so vitally attacked that judgment as perfectly to nullify it; and that therefore, and with a view, in the most effectual manner, to correct and remove those great informalities which had been pointed out, and were considered as so fatal to that judgment, the suit was instituted and a judgment obtained in Baltimore County Court, on the 26th of May, 1824, for the same debt, &c. as alleged by the plaintiff. This defendant denies all fraud, &c. The defendant Carroll, in his answer states, that he was applied to by the defendant Harper and others for the loan of money to relieve the embarrassments of the Cape Sable Company; and that he, after some negotiation, agreed to lend his money, and took as a security for the money so lent to that body politic an assignment of the judgments of Slye, Love, and the Barbers, which were then and yet remain in full force, and wholly