

Brown, which passed to Mrs. Mason, through the Bank of Baltimore, much reliance is placed by the complainant's solicitor, in his effort to show that to let them loose against the land purchased by him, would be to enable the holder of them to perpetrate a fraud—upon a correspondence between John M. Gordon of Baltimore, and Yost, one of the trustees—he, Yost, being also the attorney of some of the judgment creditors.

Mr. Gordon was not an officer of the bank, but a practicing lawyer in the city of Baltimore, though not an attorney of Washington County Court, in which the judgments were rendered. The correspondence between him and Mr. Yost covers a period from the fall of 1840 to 1844, and after a careful reading of it, and an attentive consideration of the argument of the complainant's counsel, founded upon it, I am unable to deduce from it the conclusion, without which the assignee cannot be denied the benefit of her judgments.

Mr. Gordon, it will be observed, was not an officer of the bank. He was its attorney, either at law, or in fact, and in neither capacity can it be successfully maintained, he would have the power to bind his principal by an agreement to surrender its lien upon the land, and look exclusively to the trustees, without an authority for that purpose. The opinion of the Court of Appeals in this case, with reference to the judgments of Lynch and Craft, is conclusive upon this question.

That Mr. Gordon was not authorized to agree to the provisions of this deed, and did not in fact so agree; nay, that he never saw it, nor was requested to give his consent to it as the attorney of, or on behalf of the bank; and that he always looked to the payment of the judgments in the order of their priority, and as liens on the property; is expressly stated by him in answer to the first cross interrogatory on the part of the defendant. An answer which the Chancellor thinks not at all inconsistent with the whole scope and tenor of the correspondence, and quite in harmony with the answer of the same witness to the complainant's second interrogatory in chief.