

An order passed upon this petition, for an injunction, as prayed against Stewart, and that the trustee or purchaser should pay the money assigned to Stewart into court, or show cause by a limited day.

On the 25th of June last, another petition was filed by the bank, in which, after explaining the reason for failing to serve copies of the former one, according to the order, it is stated that the purchaser is prepared to pay the second installment of the purchase money, but as his obligation given to the trustee for it had been sent to the petitioner for collection, the purchaser was in doubt whether he could with safety pay the money, without the express authority of the court in the premises.

This petition alleges, that the persons who pretend to hold this obligation as transferred to them knew, or might have known, of the rights of the petitioner; and the petition denies that the transfer was made for a valuable consideration, and without notice, and insists that the object was to secure the use of said bond for the defendant, Stewart.

The bond of the purchaser, a copy of which was filed with this petition, is dated the 22d of June, 1848, made payable twelve months after date, for \$1,450 40, with interest from date, and is indorsed by the trustee and B. M. Heighe, attorney, and the cashier of a bank in Baltimore, with whom it had been placed by Mr. Heighe for collection.

Mr. Heighe states in his answer, that this bond was assigned to him in April, 1847, under an order from Stewart to the trustee, to pay him, Heighe, \$1,500, out of the proceeds of the sale. The assignment was, he swears, made in April, 1848, and the respondent swears, that he purchased the bond for a valuable consideration, and without notice, and that it was transferred to him by the trustee, soon after he received it from the purchaser, under the authority of the order of Stewart, for \$1,500, the balance thereof being paid in cash; and the respondent denies that when he received it, he knew of any fact or circumstance which could invalidate, in any way, his right to the money.

The judgments of the bank were recovered on the 11th of