

an offer to pay the claim of the bank, if it had any thereon. The bill admits, that at the date of this demand, the bank had no claim on said notes, but refused to deliver them up to said John, by reason of the notice and demand of the said Gill, the bank not knowing which of the claimants was legally entitled thereto. The bill further states, that said John D. Kerr, on the 28th of April, 1847, instituted an action of trover against the bank to recover these notes, and damages for their detention, and a copy of the declaration in said action is filed with the bill. That on the 29th of April, 1847, an attachment upon a judgment, in an action in which a certain Sampson Tams was plaintiff, and the said Edward M. Kerr, defendant, issued out of the Circuit Court of the United States, for the district of Maryland, and was laid in the hands of the bank and of George M. Gill and others, as garnishees of said Edward M. Kerr, which proceeding is still depending. That on the 29th of September, 1847, Glenn, as the permanent trustee of said Edward, claimed the notes in question from the bank, on the ground that the assignment of them to said John, was void under the insolvent laws.

That since the payment of its claim, the bank has never asserted any right to these notes, but has been ready and anxious to deliver them up, to either of the claimants, with the consent of the other, or to any third party whom said claimants might designate, but that said claimants would not consent to such an arrangement.

The bill further states that besides the notes thus remaining uncollected, the bank has collected other notes, amounting with interest, on the 29th of May, 1849, to the sum of \$645 95, which is now in the hands of the bank, and which it is ready and willing to bring into court, or at the request of the parties, to pay the same to both or either of the claimants, as they may agree, or as may be directed by the court. That on the 28th of April, 1848, said John D. Kerr instituted an action of assumpsit, in Baltimore County Court, against the bank, and recovered a verdict and judgment for the said sum of \$645 95. That John Glenn, as trustee of Edward M. Kerr, appeared for the bank and defended the case as his own, and has since taken