

of whom is given, with the respective sums due them, amounting in all to \$11,964 36.

At the same time he forwarded to the several creditors, specified in the letter, orders, all dated 31st of March, 1850, upon Gibson for the respective amounts due each of them. The following is a copy of the order in favor of Rieman & Sons, one of said creditors.

"SAN FRANCISCO, 31st March, 1850.

P. GIBSON, Esq.

Pay to order of H. Rieman & Sons, out of proceeds of draft to your address, of A. M. Van Nostrand, on Ward & Price, (bankers,) New York, eleven hundred dollars, and oblige your ob't serv't,

JOS. W. FINLEY."

The form of the orders to all the other creditors was to pay "out of any money collected from drafts on New York and Baltimore."

The drafts on the bankers of New York were duly paid at maturity, that on Baltimore was dishonored and protested, and Gibson refusing to accept or pay any of these orders, filed his bill of interpleader against Finley and the several creditors, praying that they might be required to interplead and settle their rights as to the fund in his hands, the proceeds of the New York drafts, and for an injunction restraining them from suing or otherwise troubling him in relation thereto. The opinion of the Chancellor was delivered in this case on the 4th of March, 1854.]

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THE CHANCELLOR:

But a single question of law is submitted in this case, and that arises upon a state of facts about which there is no dispute.

Upon a careful consideration of these facts, and the written arguments of the solicitors of the parties, I am of opinion, that the money received by the complainant upon the New York drafts should be distributed, *pro rata*, among the creditors mentioned in the letter of Joseph W. Finley to him, of the 31st of March, 1850.