

That before as well as after the execution of this deed, *Salmon* sold to the defendant *Thomas Clagett*, goods to a large amount, for all which he took notes from *Thomas Clagett*; which several notes became due and payable at different times between the 20th of May and the first of September, in the year 1828. And between the first of April and the 9th of May of the same year, *Salmon* lent to *Thomas Clagett* a large amount of money, and in addition to all this, *Salmon* lent his notes, the one of the 12th of March, and the other of the 19th of April, 1828, payable at three months after date, to *Thomas Clagett*; which *Salmon* paid as they became due. Upon which three several grounds, including a debt collected by *Thomas Clagett*, and house-rent due from him, this plaintiff avers, that his claim amounts to \$1,648 34.

That about the first of May, 1828, *Thomas Clagett* stopped payment and failed in his business as a merchant; and therefore, he made and executed a deed, on the 17th of May, 1828, whereby he conveyed to *Henry Readel* and *Daniel Cobb*, the stock of goods and property, of every description, belonging to him in the store then occupied by him in the city of Baltimore, and all debts, sums of money and claims due, owing, payable, or belonging to him; and all books, bills, notes, evidences and vouchers whatever, touching or concerning the same, all which property was particularly described in a certain schedule, or inventory, then in the possession of *Charles Salmon*; to have and to hold the same in trust for the benefit of the creditors of the said *Thomas Clagett*.

That, on the 26th of the same month, an agreement was entered into in the following words: 'We, the undersigned, acting as the representatives of the creditors of *Thomas Clagett* on the one part, and *Charles Salmon* on the other; have agreed and do hereby agree to the following arrangement, and bind our respective principals to comply with and fulfil the same, viz:

'1st. A correct inventory of the goods shall be taken by two persons appointed by each party, at the cost, or such prices as the same have been invoiced at by *Thomas Clagett*; provided they have not been set down at more than the actual cost of the same.

'2d. The books, notes, and other evidences of debt, shall be forthwith put into the hands of *Charles Salmon*, who shall use all due diligence in the collection of the same. All the personal and real property of said *Thomas Clagett*, excepting clothing and watch, shall, in like manner, and in good faith, be put into the hands of said *Charles Salmon*, and valued by disinterested persons, and received by said *Salmon* at such valuation.