

that on the 10th of April, 1826, the plaintiff *Moore* assigned all his interest in the schooner and her earnings to the plaintiff *McKim*, of which *Law* was duly notified; that afterwards and immediately on the arrival of the ship *Cyane*, the defendant *Law*, by means of his bill of lading, obtained possession of the specie remitted, had it exchanged in Philadelphia, and thence transmitted to Baltimore, where he had the greater part of it deposited in *The Franklin Bank*, in the name of the defendant *Anderson*, in trust for his, *Law's*, use; that the object of the defendant *Law* in withholding, and thus secretly depositing the proceeds of sale, was fraudulently to compel the plaintiff *McKim* to submit to certain unjust and improper charges, which he, *Law*, as ship's husband, claimed a right to have allowed and deducted from those proceeds. Upon which the plaintiffs prayed relief and an injunction to stay the money so deposited in the hands of the bank. An injunction was granted accordingly.

The defendants answered separately. *Odom* averred, that the specie which he had remitted by the *Cyane* to *Law*, was not made up exclusively of the proceeds of the sale of the schooner and her earnings; but consisted, in a considerable part, of the proceeds of the sale of certain merchandise in which the plaintiffs had no interest, as was shewn by an account of *Zimmerman, Frazier & Co.*, which he exhibited as a part of his answer; and he also averred, that it had been agreed between him and the plaintiff *Moore*, then the half owner of the vessel, before she sailed, that all remittances should be made to the defendant *Law*, as ship's husband, who had made sundry disbursements for the use of the vessel, which he had a right to have allowed and repaid to him accordingly; and this defendant denied all the charges of fraud, &c.

The defendants *Law & Harrison* answered to the same effect; and positively denied the secret and improper disposition of the specie received from the *Cyane* as charged; and averred, that it was not held by the defendant *Anderson* for his, *Law's*, use, as stated.

The defendant *Anderson* averred, that the sum deposited in the bank was exclusively and properly his own; and he positively denied all combination and fraud as charged in the bill.

And the bank in their answer averred, that the sum stood on their books as a deposit belonging to the defendant *Anderson*, and that they had no knowledge of any other circumstances mentioned in the bill.