

## ASSETS—Continued.

Bills receivable,	5,222 00		
Bills protested,	15,691 29		
		20,913 29	
Office, Balt. Bank note account,		229,450 00	
CASH, per Cash Book,		0 97	
			356,429 87
			578,607 98
"Mayer, Evans & Reynolds, TRUSTEES"			518,390 00
{ But set down as } { \$783,995 98 in the } Total, { printed Exhibit. }			\$1,096,997 98

If in, in the year 1834, the *assets* of the Bank were "placed in the hands of *Trustees* appointed under an order of the Chancellor," and still remained "*in their hands*" on the 20th of February 1838, as stated in the before mentioned answer of the President of the institution, it cannot be perceived by what process those assets so locked up in the hands of the *Trustees* could be transmitted into active means in the hands of *others* for the purpose of banking thereon again; or how they could be used for any other purpose than that required by the *trust*.

Whatever represented any portion, of either the "original capital" or the "augmented capital of the Bank," being a part of its assets, "its resources from *old debts, rents and tolls*" must necessarily have constituted part of those assets. How could they then, after having been placed in 1834 in the hands of *Trustees* appointed by the Chancellor, be subject to the *control* or *management* of a nominal board of President and Directors of an *insolvent corporation* for the purpose of banking thereon in 1836? How could any number of creditors, *less* than the whole, exercise any power over those "resources" which were *remaining* in the hands of the *Trustees*, from 1834 to 1838 and afterwards, and which were the *undivided* property of all the creditors? How then are we to reconcile the answer aforesaid, made to the 3d general interrogatory, with the "answer" that was made to the 1st *special* interrogatory?

The latter was as follows: "This respondent for answer says, that the capital of the Susquehanna Bank has *not* materially varied since the year 1834; the amount of which, *at that time*, is stated in the answer to the first regular interrogatory. In the year 1836 a number of the principal creditors, and whose several claims exceeded very considerably the whole amount of all *other* demands upon the institution, determined to *resuscitate* the bank, and for that purpose entered into a *contract* to pay up and discharge the *outstanding liabilities*. To do this, *in addition* to the original and augmented capi-