

wards 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.

\*Upon these answers the defendants gave notice of a motion to dissolve the injunction, which coming on to be heard, the injunction was on the 15th of October, 1827, dissolved. From which order the plaintiffs appealed. By a note in writing, dated on the 7th of April, 1828, from W. H. Marriott, one of the solicitors of the plaintiffs, addressed to the register, he says, that after a careful examination of Law's answer, they had determined to submit the case on bill and answer. The general replication,