

## THE CHANCELLOR :

The controversy in this case, relates to a policy of insurance of the Merchants Fire Insurance Company for three thousand dollars, dated in February, 1845, given by way of renewal to the defendant, Benjamin R. Edwards, but originally to the said Edwards, and his partner in trade, Barney Dilley, in 1844, upon a stock of goods owned by them in the town of Cumberland, in Alleghany County.

A fire occurred in March, 1845, which destroyed goods, covered by the insurance, to an amount exceeding the policy, and as appears by the proceedings, consumed nearly all the merchandise, constituting the stock upon which Edwards, then the only party interested in the business, was trading.

Certain of the creditors of Edwards and Dilley, residing in the city of Baltimore, upon the allegation of their insolvency and of their purpose to secure a debt due by them to the father of one and the father-in-law of the other, at the expense of the rest of their creditors by an assignment of said policy, filed a bill in the equity side of Baltimore County Court, on the 15th of April, 1845, praying and obtaining from that court, an injunction to prevent such assignment, or the giving any other preference to this favored creditor, and also prohibiting the Insurance Company from paying the policy. The bill also prayed for the appointment of a receiver, to take possession of the effects of the firm for the benefit of creditors generally, and for the purpose of making a rateable distribution of such effects among them. The bill likewise alleged, that by the assignment proposed to be made to the creditor in question, the means of the firm would be so far exhausted, that when judgments should be obtained against the partners, they would have no alternative but to apply for the benefit of the insolvent laws.

The defendants to this bill were the partners, Edwards and Dilley, and the Fire Insurance Company, and upon the coming in of the answers, and upon the transfer of the proceedings to this court, the injunction was dissolved. The order dissolving the injunction was affirmed on appeal, and afterwards and without further proceedings the bill was dismissed by the complainants.