

The bill in this case is filed by Gill, the trustee, and the *cestui que trusts*, and their husbands, and prays for appropriate relief.

This relief is claimed upon two grounds: 1st, that the deeds are fraudulent in fact; and 2nd, if not void upon the ground of fraud in fact, they are so void, constructively, by reason of the provisions of our registration acts.

With regard to the mortgage of the real estate in Alleghany county, I do not think the efforts of the complainants to impeach it have been successful. The original mortgage, which, with the bill of sale of cotemporaneous date, was designed as a security to indemnify Griffith, from the responsibility then assumed by him on Schley's account, was executed upon a good and valuable consideration; and the second mortgage of the real estate, of the 21st of April of the same year, was executed, not only to secure the mortgagee from the liabilities previously existing, but also, from a superadded responsibility of four thousand dollars subsequently incurred. This last mortgage was enrolled on the 27th of July of the same year, within little more than one month of its date, and having been thus duly executed, acknowledged and recorded, must be regarded as a valid instrument, unless it can be impeached upon the ground of fraud in fact. It seems, that in the original mortgage of the 22d of March, 1845, there was an error in the recital, in regard to the discounting of the notes; that mortgage reciting, that they were discounted by Griffith, when, in point of fact, they were discounted at the Bank of Baltimore. This error is corrected in the second instrument, and an additional consideration stated, to wit, the indorsement by Griffith of two other notes of \$2000 each. This second mortgage appears to have been executed for the double purpose of correcting this misrecital, and securing Griffith against this accumulated responsibility.

I have not, from a careful view of the testimony and an attentive consideration of the arguments of counsel, been brought to the conclusion that there was any fraud, in fact, in the execution of this mortgage of April, 1845; my impression