

in showing that at the date of the deed in question the grantor had ample and unencumbered means over and above the property conveyed by it to pay his debts. It is most manifest that at or about that time his difficulties clustered about him. That even before then he sold some of his slaves to slave-dealers—a measure not often resorted to but under the pressure of some necessity. And taking all the circumstances into consideration, I think I should be relaxing still more, and to a pernicious extent the rule which guards the rights of creditors against voluntary conveyances, and therefore the deed cannot in my judgment be permitted to stand in this case.

Before, however, a decree is passed vacating the deeds, I shall send the case to the Auditor for the purpose of ascertaining the amount due complainants, distinguishing between such as accrued before and after the deed of the 25th of March, 1825, and directing him also to ascertain the amount paid by Samuel Worthington to Walter Worthington on account of the land as stated in the proceedings. Considering that the bill in this case was filed on the equity side of Baltimore County Court as far back as September, 1831, having been transferred to this Court in September, 1850, it is quite probable that there are no other parties who can come in upon the fund which may be raised by a sale of this land, should a sale be decreed, and hence it would seem proper in the first instance, and before passing a final decree, that the precise amount of the claims for which the property may be liable should be previously ascertained. The question and the only question now decided is that the deeds of March and June, 1825, cannot be permitted to stand as against the prior creditors of the grantor. The question of the responsibility of the property conveyed for the claims of subsequent creditors as well as every other question raised in this cause will be reserved.

I do not think the complainants have succeeded in impeaching the deed of the 8th of September, 1826, either as being obnoxious to the statute of Elizabeth or to the provisions of the insolvent laws. The evidence shows, I think, clearly that the consideration money was paid, and the circumstances relied