

No. 4451 Equity.

and Judge Roberts executed and delivered to the Union National Bank their joint and several promissory note for the sum of \$8,000 upon which note the Bank on the 23rd of February 1894, obtained a judgment against all the makers for the sum of \$8,389.33 and cents. That since the recovery of the judgment Judge Roberts died leaving a last will and testament in which he named Mrs. Maria M. Roberts as his executrix, and that letters testamentary were granted to her by the Orphan Court of Cassel County. That both Edward Lynch and Francis H. Orendoff had executed deeds of trust transferring by separate conveyances, all their property to trustees, for the benefit of their respective creditors, and that their several trust estates had been fully administered, and under credits stated therein, the trust funds had been distributed, leaving a large portion of the judgments obtained by the Union National Bank and other creditors unpaid and unsatisfied, and leaving the estate of Judge Roberts liable to the Bank on those judgments for a considerable sum of money. That Mrs. Roberts, as executrix of her deceased husband, has paid part of the obligations of Francis H. Orendoff, upon which Judge Roberts was liable as surety, and that the sum so paid is about \$300, and that she has never been reimbursed for the same. The Bill, which is not only filed by the Bank and Mrs. Roberts for themselves but also well for and in behalf of all other creditors, Francis H. Orendoff, who may come in and contribute to the expense of the suit, then avers and charges that the assignment of the mortgage to Julia Wells as hereinbefore stated was wholly without consideration fraudulent and void and was not bona fide and not made for a bona fide consideration; and that it was made at a time when Francis H. Orendoff, the mortgagor, was wholly insolvent and unable to pay his debts then due and owing and that it was made with a design to hinder, delay and defraud the then existing creditors; that the release of the mortgage to the extent of \$3,000 by Francis H. Orendoff, as hereinbefore stated was actually without consideration, was fraudulent and is void and was made at a time when Francis H. Orendoff, the mortgagor, was insolvent and unable to pay his debts then due and