

his three sons Benny, Roby and Zachius, as joint tenants, of whom the two first are the survivors; and by another deed of the 7th of May, 1792, he conveyed another parcel to his two sons Charles and William as joint tenants; and, by a third deed of the 24th of July, 1792, he conveyed the residue of his real estate to his children Betsy Penn, William G. Penn, Sarah Penn, and Caleb Penn, as joint tenants; that the defendant Waters had conveyed all his real estate, being a tract of land in Anne Arundel County, to his brother-in-law the defendant Evan Gaither, that those conveyances were made without any valuable consideration, in fraud of these plaintiffs, after they had given their bond to Edward Gwinn; and in fraud of other creditors; that Ignatius Pigman was not a resident of this State; and that Charles Penn, Senr., was dead insolvent. Whereupon the plaintiffs prayed, that they might, by substitution, stand in the situation which Edward Gwinn would have been in; that the defendants might respectively pay and contribute in satisfaction of the money the plaintiffs have paid, such sums as might be proper; and, that the plaintiffs might have such other and further relief as was suited to the nature of their case.

The order warning the absent defendants to appear and answer was published as required. The defendants Benny Penn, William G. Penn, and Elizabeth Penn, put in their answers; and the infant defendants John Penn, Lucy Penn, Ann Penn, Greenbury Penn, and Sarah Penn, answered by their guardian; Caleb Penn died, and his interest survived. By consent of parties, commissions were issued, and testimony taken and returned. It was admitted, that the late Charles Penn, Senr., had executed the bond as a surety of Ignatius Pigman, and it was agreed that the auditor should state an account of the sum due to the plaintiffs, subject to all exceptions. Pursuant to which agreement the auditor calculated the interest upon the amount of the judgments up to the 11th of July, 1810, making an aggregate amount then due of £1,394 0s. 5d.

KILTY, C., 1st May, 1811.—The Chancellor has considered the arguments of counsel on each side in their notes in writing; and has examined the proceedings in the suit. Several grounds of defence are taken; first, that Pigman was in prosperous circumstances at the time he purchased the goods from Gwinn, and remained so more than seven years after. It does not appear how \* this can affect the right of the complainants; unless some fraudulent delay or collusion was proved to the injury of Penn. **31**

The bond of Edward Gwinn was dated the 21st of September, 1788, but was not payable until the 21st of September, 1792. And although it seems to be admitted, that Pigman was the principal,