

sequently, and by way of loan on the security of those deeds; and they were understood by the parties to be expressly to avoid the payment of the creditors of Rogers, or of Henderson & Rogers. And, as evidence of this alleged fraud, the plaintiffs state, that a considerable part of the money paid by Strike to Rogers, was expended by Strike on one of the lots, after the execution of the deeds, and charged to Rogers as a part of the purchase money; that another portion of the pretended purchase money was expended by Rogers in erecting a furnace, and other permanent buildings on the other lot; that another part of the alleged purchase money was a sum paid by Strike to Jacob Small, long after the execution of those deeds, and even after the application of

59 Rogers for the benefit of * the insolvent laws, and he, Strike, had been appointed the trustee of Rogers; that Rogers, during two years after the date of those deeds, continued to receive the rents, and to pay the ground rents and taxes of those lots; that Strike, since the execution of the deeds, has often promised Rogers to reconvey the lots on the repayment of the money paid by him; and that, in October, 1812, the defendant, Rogers, applied to Baltimore County Court for the benefit of the insolvent laws, on which occasion the parties procured the defendant, Strike, to be named as his trustee, the better to conceal those fraudulent assignments.

Upon which the bill prays, that those deeds of assignment may be declared null and void; that the lots may be sold for the benefit of the creditors of Rogers, and of Henderson & Rogers; that Strike may be compelled to account for the rents and profits of the lots from the date of the deeds; and that the plaintiffs may have a subpœna against Rogers and Strike to answer, &c. But there is no prayer for general relief.

This bill propounds as an interrogatory to be answered by the defendants, "whether, at the period of executing the said conveyances, the said Henderson & Rogers had not actually stopped payment as a commercial house; and whether certain property of theirs had not been seized by certain persons alleging themselves creditors?" But it is not alleged, that Robert Henderson, the partner of Rogers, was dead or insolvent; nor is it distinctly averred, that the partnership is actually insolvent; nor is Henderson made a party to this suit.

The defendant, Nicholas Strike, on the 29th of November, 1817, put in his answer to this bill, in which he says, that he knows nothing of any debt being due from Henderson & Rogers to the plaintiffs; that the deeds of assignment were made by Rogers to him *bona fide*; the full consideration money, as set forth in them, having been paid by him to Rogers; and they were not executed to him to cover any loan of money due by Henderson & Rogers, or either of them; nor were those lots conveyed to him in trust, or