

This does not seem to have been directly controverted in the argument, but the counsel differ widely as to the nature of the decree of May, 1822, and as to how far it extends over the matter of this suit; and some arguments have been urged which, if yielded to, might lead the Court unwarily to trench upon the confines of that decree.

The first inquiry, therefore, is, how much of this case yet remains to be judicially passed upon. This case was originated on the equity side of Baltimore County Court, and has been removed into this Court according to the Act of Assembly authorizing such removals. It stands here now as it would have stood had it continued there, or as if it had been begun and instituted here, and these proceedings are to be so considered. They have not been affected by any mere circumstance of place or tribunal, but are here as if they had all passed under, and been sanctioned by the judicial authority of the present Chancellor; and will be treated accordingly.

The complainants came into Court as the creditors of Henderson & Rogers, of both and each of them. The plaintiffs complain, * that their debt has not been paid; and they are here **68** seeking payment. To enable this tribunal to give them the relief they ask; and which cannot be obtained without the aid of its peculiar powers; they point to certain property which, they allege, was once confessedly, and ought now, in reality, to be within their legal reach, and subject to the payment of their claim. They allege, that this property, which was at one time held by, and in the name of their debtor, Rogers, has been, and is now iniquitously covered up, and withdrawn from their grasp, by certain deeds of conveyance made by their debtor, Rogers, to a certain Nicholas Strike; they pray, that this cover, and these impediments, may be removed; that the property may be sold; that the rents and profits of it may be accounted for; and that the proceeds may be applied in satisfaction of their claim. These plaintiffs then call on Rogers and Strike, as defendants, to meet and repel these allegations, if they can.

Rogers appears, and admits, that he is the debtor of the plaintiffs, and that he conveyed the property in question to Strike; but denies that it was done with any fraudulent design; on the contrary he avers, that those conveyances to Strike were made by him in trust for, and the better to secure the payment of all his just debts. Strike comes in, and boldly takes his stand in direct and total opposition to the plaintiffs. He avers, and undertakes to maintain and prove that he acquired the property in question for a full and valuable consideration, and that he has a right to claim protection here, as a fair and *bona fide* purchaser. He plants himself upon the honesty of his title, and claims nothing by his