

gage upon the land, in April, 1845, and of the enrollment thereof, which the defendant avers he caused to be made in the exercise of his legal rights, he supposing the request of Schley was chiefly prompted by his great desire to keep the bill of sale of his personals from the records of the city, in which he resided, and he presumed he would gratify the said Schley sufficiently by retaining said bill of sale from record, which he did accordingly, until the month of June, 1846, when he learned, for the first time, of the extent of said Schley's embarrassments, and had cause to believe that the enrollment thereof was necessary.

This answer, then, whilst it denies any agreement between the parties, or obligation on the part of Griffith to keep the bill of sale from the record, admits the request of Schley, that he should do so, and his assent to or acquiescence in that request until the exigency arose, when, in his judgment, his own safety depended upon his placing the instrument upon the records for public information.

The bill of sale of the personal estate, it has been already remarked, was renewed from time to time, within periods usually within, but occasionally running a little over twenty days from the first in the series, dated the 22d of March, 1845, until the last, of the 4th of June, 1846. And further, that no new consideration passed from Griffith to Schley, or new or super-added responsibility was incurred by him for Schley's accommodation, subsequently to the 4th of September, 1845, and that, consequently, the several instruments executed since that date, are simply renewals of the one then executed.

It has been conceded, and indeed cannot be denied, that the complainants have a standing in court to impeach these conveyances, and if they, or either of them, is void for any reason, there can be no doubt they are entitled to a decree for the sale of the property contained in them, to satisfy the claims, which, by the decree of this court, has been established against Schley, they having, in case these instruments are void, acquired a lien upon this property, by the proceedings adopted by them to enforce the payment of the decree.