

which was executed on the 8th of January, 1848, was recorded on the same day, thus giving constructive notice to all the world of its contents. It is the case, then, simply of a party indebted to several, and securing one, of his creditors to the exclusion of others, a thing which at common law and apart from the insolvent laws he had a perfect right to do, and which the preferred creditor had an undoubted right to call upon him to do. And as soon as the transfer was made the conveyance was enrolled among the public records of the county that all persons having an interest in knowing might be apprised of the condition of the title.

In addition to all this, there is not a particle of evidence that either *Mrs. Elliott*, whose money paid for the property, or *Mrs. Tydings*, to whom the conveyance was made, knew of the indebtedness of *Roger Tydings*, to the complainants, without which knowledge there can of course be no pretence for imputing to them the design to injure the complainants; though I am very far from being of opinion that such knowledge, even if it existed, would have rendered their conduct in taking the conveyance iniquitous.

The deed, therefore, in my opinion must be permitted to stand; and as the complainants can reach *Roger Tydings'* interest as tenant by the courtesy, by an execution at law (if he is entitled to such interest), this Court should not interfere and, grant relief to that extent. The bill, therefore, will be dismissed.

HENRY M. MURRAY and FRANK H. STOCKETT, for Complainants.

CORNELIUS MCLEAN, for Defendants.