

county, to his children; that is to say, by a deed of the 22d of March, 1792, he conveyed one parcel thereof to 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 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 that *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 interests 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 interests upon the amount of the judgments up to the 11th of July, 1810, making an aggregate amount then due of £1,394 0s. 5d.

1st May, 1811.—KILTY, Chan.—The Chancellor has considered the arguments of the 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