

the debt might have been satisfied, and the complainants relieved from their engagements.

It is also contended, that there was an intention to defraud at the time the conveyances were made. This point is not very clear on considering the time; which was in the year when the bond to *Gwinn* became due; and on adverting to the evidence of *Benjamin Ray*, and *George Ray*. But the Chancellor considers them as voluntary conveyances, which, though founded on a good and meritorious consideration as to his children, and grand children, were not *bona fide* as against creditors, but were a badge of fraud in legal contemplation; and so strong a one as not to require any further proof of the intention, the grantor being indebted at the time.

A third ground is, that the deeds were made to confirm gifts before made to the children, or in consequence of their being settled on the lands which their father had intended to give them. On this ground the Chancellor does not perceive, from the evidence, any acts or declarations, that would have obliged *Charles Penn*, the father, to make the conveyances; and even if he had gone so far as to make them, and had kept them in his own power, it would not have bound him.

The other ground, of the payment having been made to *Deakins*, is not supported by the testimony.

The Chancellor is, therefore, of opinion, that the complainants are entitled to relief against all the defendants; but the manner, and the proportion in which they ought to contribute, he has not considered; nor the specific manner of granting the relief; both which will be determined, on the counsel for the complainant preparing a decree.

*Nathan Waters*, and *Evan Gaither* were named as defendants in the bill. There are no answers by them, and it is not perceived how they are disposed of, although *Evan Gaither's will* is among the papers.

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After which, the case was again brought before the court by the plaintiffs, who asked for instructions as to the form of the final decree.

18th September, 1811.—KILTY, Chan.—The Chancellor has again examined the papers in this suit. It appears that *Penn* and *Waters* were equally liable; whether as principals in the bond to *Gwinn*, or as sureties. *Waters* was not taken on the writ against him, but his property might have been made liable.