

which to the said claimant's solicitor, the register is hereby directed to draw a check.

The trustee, *Brewer*, appealed from the order of the 29th of August, 1825; and under the name of the case of *Nicholas Brewer, vs. Charles W. Hanson*, and others, on the 2d of July, 1828, the order was affirmed.

## STRIKE'S CASE.

On a bill by a creditor, on its being shewn, that certain conveyances, by the debtor defendant to the other defendant, were executed for the purpose of defrauding the creditors of the debtor defendant, and without *bona fide* consideration; they were by decree declared to be void, as against the complainant, and the property ordered to be sold.

It was *held*, that, by such a decree, the plaintiff's claim must be taken to have been established; that the property directed to be sold was to be dealt with in that suit as if those annulled deeds had never existed; that the proceeds of sale must be brought into court; and that a reservation of "all equities as to the distribution of the proceeds of sale, are reserved by the court for hearing, on the trustee's report, on bringing into court the money or securities arising on the sale," cannot be so construed as to abnegate any matter which had been thus decided. But, it was *held* to be proper matter of further direction, under such a decree, in the *first* place, that the legal interest on the plaintiff's debt was to be computed and allowed; *secondly*, that an account was to be taken of the rents and profits of the property sold; *thirdly*, that the claim for meliorations and improvements was to be considered and determined; and *lastly*, where other creditors were permitted to come in, that their respective claims were to be adjusted, allowed, or rejected.

To what extent mesne profits may be recovered at common law, or in equity. A *bona fide* holder, without notice of any defect in his title, may be allowed for improvements; but a fraudulent holder, or a *mala fide* meddler, can have no such allowance made to him. The allowance for improvements, where it can be made, may be set off against the claim for rents and profits.

It is not necessary, that the bill should expressly state, that the suit has been instituted as well for the benefit of other creditors as of the plaintiff, to have it considered as a creditors' suit. It is enough, that the case is, in its nature, a creditors' suit. The mode in which other creditors are called, and allowed to come in; and the manner of authenticating their claims. Against such claims the statute of limitations may be relied on by any other creditor as well as by the plaintiff, or a defendant.

A creditor can in no case be suffered to split up his claim so as to multiply suits; nor can he, after the decree, be allowed to bring in any new and additional claim.

All objections to the testimony are open, and may be made at the final hearing.

Agreements between solicitors and suitors, relative to professional services, must be enforced like other contracts; and cannot be introduced into and settled as a part of the case.

No order or decree of a County Court can, after the case has been removed, be altered or reversed by the Court of Chancery.

This bill was filed, in Baltimore County Court, on the 25th day of February, 1817, by *William McDonald*, against *John Rogers* and