

*Nicholas Strike*; and, on the 21st of May, 1819, the bill was so amended by consent, as to allow *Samuel McDonald* also to come in as a plaintiff; and, that the claim should be made as due to them as partners, under the firm of *McDonald & Son*.

It is stated in the bill, as thus amended, that the plaintiffs are and have been some time past partners in trade, under the firm of *McDonald & Son*; that, some time previous to the year 1811, a partnership had been formed and carried on, between the defendant *Rogers* and a certain *Robert Henderson*, under the firm of *Henderson & Rogers*, who as such contracted considerable debts; and, among others, that the firm of *Henderson & Rogers* became, and are now indebted to the plaintiffs, as the firm of *McDonald & Son*, to the amount of about six thousand dollars; that *Henderson & Rogers*, becoming embarrassed in their affairs, *Rogers*, for the purpose of preventing his private property from being made responsible for the debts of the firm, on the 16th of January, 1811, by two separate deeds of that date, assigned two lots of ground in the city of Baltimore, which he held as chattels real, subject to a ground rent, to the other defendant *Nicholas Strike*. These two deeds are exhibited as parts of the bill; the one is expressed to be in consideration of the sum of five hundred dollars for one of the lots; and, in the other, for the other lot, it is said to be in consideration of the sum of nineteen hundred dollars. In other respects, they are in the usual form of such instruments of assignment of leasehold property.

It is further stated and averred in the bill, that the plaintiffs have every reason to believe, that there was no *bona fide* sale of those lots from *Rogers* to *Strike*; that no consideration passed between them; that if *Strike* paid *Rogers* any money it was subsequently, and by way of loan on the security of those deeds; and they were understood by the parties to be expressly to avoid the payment of the creditors of *Rogers*, or of *Henderson & Rogers*. And, as evidence of this alleged fraud, the plaintiffs state, that a considerable part of the money paid by *Strike* to *Rogers*, was expended by *Strike* on one of the lots, after the execution of the deeds, and charged to *Rogers* as a part of the purchase money; that another portion of the pretended purchase money was expended by *Rogers* in erecting a furnace, and other permanent buildings on the other lot; that another part of the alleged purchase money was a sum paid by *Strike* to *Jacob Small*, long after the execution of those deeds, and even after the application of *Rogers* for the benefit of