

the insolvent laws, and he, *Strike*, had been appointed the trustee of *Rogers*; that *Rogers*, during two years after the date of those deeds, continued to receive the rents, and to pay the ground-rents and taxes of those lots; that *Strike*, since the execution of the deeds, has often promised *Rogers* to reconvey the lots on the repayment of the money paid by him; and that, in October 1812, the defendant, *Rogers*, applied to Baltimore County Court for the benefit of the insolvent laws, on which occasion the parties procured the defendant, *Strike*, to be named as his trustee, the better to conceal those fraudulent assignments.

Upon which the bill prays, that those deeds of assignment may be declared null and void; that the lots may be sold for the benefit of the creditors of *Rogers*, and of *Henderson & Rogers*; that *Strike* may be compelled to account for the rents and profits of the lots from the date of the deeds; and that the plaintiffs may have a *subpœna* against *Rogers* and *Strike* to answer, &c. But there is no prayer for general relief.

This bill propounds as an interrogatory to be answered by the defendants, "whether, at the period of executing the said conveyances, the said *Henderson & Rogers* had not actually stopped payment as a commercial house; and whether certain property of theirs had not been seized by certain persons alleging themselves creditors?" But it is not alleged, that *Robert Henderson*, the partner of *Rogers*, was dead or insolvent; nor is it distinctly averred, that the partnership is actually insolvent; nor is *Henderson* made a party to this suit.

The defendant, *Nicholas Strike*, on the 29th of November 1817, put in his answer to this bill, in which he says, that he knows nothing of any debt being due from *Henderson & Rogers* to the plaintiffs; that the deeds of assignment were made by *Rogers* to him *bona fide*; the full consideration money, as set forth in them, having been paid by him to *Rogers*; and they were not executed to him to cover any loan of money due by *Henderson & Rogers*, or either of them; nor were those lots conveyed to him in trust, or by way of mortgage or security, or to evade the claims of the creditors of *Henderson & Rogers*, or of either of them; that *Henderson & Rogers*, or either of them, were not indebted to him previous to the execution of those deeds; that he purchased those lots absolutely, for his own use, and paid for them out of his own moneys; that after he made the purchase, he improved one of them, by erecting additional buildings thereon, at his own expense, for