

that their debt has not been paid; and they are here seeking payment. To enable this tribunal to give them the relief they ask; and which cannot be obtained without the aid of its peculiar powers; they point to certain property which, they allege, was once confessedly, and ought now, in reality, to be within their legal reach, and subject to the payment of their claim. They allege, that this property, which was at one time held by, and in the name of their debtor, *Rogers*, has been, and is now iniquitously covered up, and withdrawn from their grasp, by certain deeds of conveyance made by their debtor, *Rogers*, to a certain *Nicholas Strike*; they pray, that this cover, and these impediments, may be removed; that the property may be sold; that the rents and profits of it may be accounted for; and that the proceeds may be applied in satisfaction of their claim. These plaintiffs then call on *Rogers* and *Strike*, as defendants, to meet and repel these allegations, if they can.

*Rogers* appears, and admits, that he is the debtor of the plaintiffs, and that he conveyed the property in question to *Strike*, but denies that it was done with any fraudulent design; on the contrary he avers, that those conveyances to *Strike* were made by him in trust for, and the better to secure the payment of all his just debts. *Strike* comes in, and boldly takes his stand in direct and total opposition to the plaintiffs. He avers, and undertakes to maintain and prove, that he acquired the property in question for a full and valuable consideration, and that he has a right to claim protection here, as a fair and *bona fide* purchaser. He plants himself upon the honesty of his title, and claims nothing by his answer, which should not be conceded to a defendant who fully sustains such a defence as he has set forth.

In application to this claim and defence, proofs have been collected, and the case has been submitted to the decision of a competent tribunal, who, in May 1822, declared and decreed, that the conveyances from *Rogers* to *Strike* were "null and void as against the complainants;" that the property in question should be sold; that the proceeds be brought in "to be applied under the court's direction," and concluding with a declaration, that "all equities, as to the distribution of the proceeds of sale, are reserved by the court for hearing," on their being brought in.

It is held to be a first principle, by every court of justice, that no one can ask for its determination without showing a sufficient ground for its decision. Before a plaintiff can call for a determination in his favour, he must furnish the court with a basis whereon