

paid by *Strike*, give him no lien upon the property itself against the rightful owner, either *Rogers*, these creditors, or any one else. But if *Rogers* had come here to be relieved against the fraud practised on him by *Strike*, and to have the property restored to *him*, the court would have granted him relief only upon condition of his reimbursing *Strike* for all his improvements and advances, because they enured to the use and benefit of *Rogers*. But no equitable principle of that sort can be urged against the complainants. They are here as creditors, praying to be relieved against a fraud contrived between *Rogers* and *Strike*.

But, admitting all this. It is alleged, that, independently of the vacated deeds and of the decree, *Strike* has a claim, as a kind of *salvor* of this property, which ought to be allowed. It is said he has saved it from the hands of the ground landlord, by paying the ground-rent; he has saved it from the grasp of the Pratt-street commissioners, by paying the assessment levied upon it; and he has saved it from the power of the State, by paying the taxes. He maintains, that he has a right to assume the place, and to be substituted for those claimants, and he founds this claim upon the doctrine of *substitution*. But *Strike*, as regards these complainants, was an uninvited officious *mala fide* meddler with property which he knew did not belong to him, and which he was apprised ought to be liable to the claims of *Rogers'* creditors. He made these advances to serve himself, not for the benefit of these complainants; and if he had an intention, that these advances should enure to the personal benefit of any one, it must have been to *Rogers*; because it was from him he took the estate; and if the conveyances were to be annulled, it was only against him he could seek reimbursement. (z) *Strike*, therefore, cannot have, against these complainants, any shadow of countervailing equity on which to rest his claim for these advances, out of the proceeds directed to be brought into court.

Having discussed the liabilities and pretensions of the defendants, let us now consider the interests of the complainants among themselves. This is what is commonly called a creditors' bill; and where two or more creditors bring such a bill, or others come in afterwards, the adjustment of their rights and interests, in relation to each other, and the objections which the defendants may make against those who have come in, after the institution of the suit, most generally remain to be considered and decided when the

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(z) *Kames' Pri. Eq. b. 1, p. 1, s. 3.*