24th. To all the testimony taken in the cause and to every part & parcel thereof as evidence, in behalf of any other than the parties to the original Bill.

25. To the leaves of the Account Book annexed to the statement or admission of Counsel as any evidence against defendant excepting such parts as purport to be receipts signed by defendant and to so much of the parol evidence of any and every witness which proposes to speak of any payment shown by said leaves other than said receipts of defendants the same being res inter aloracta.

26th. To all the evidence offered in support of the claim of Sarah Ann Truett as founded on the promissory note of $1100 because there is no proof that the said note was held by her at the time of filing the original Bill and because it could not have accrued until after the execution of the deed of 5th Nov. 1842 and is therefore not advisable as evidence of a claim against said deed.

27th. To all evidence offered in support of the claim of Sarah Ann Truett on the note for $2800 because the said claim could not have accrued until after the execution of the deed of 16th February 1844 and is therefore not admissible as evidence of a claim against said deed.

28. To all evidence offered in support of the claims of William T. Hyde & Eastes Hamilton Easter & Co. Anna Maria Vickery and W. & W. H. Harrison & Co., and each and every of them because such claims accrued after the execution of the deed of 5th November 1842 and such evidence is not admissible as evidence of claims against said deeds.

Thos. J. Alexander for Defendant.

And afterwards to wit: on the 11th day of October 1857 the Chancellor passed his opinion in the said cause in the words following to wit:

George M. Dowell and others vs. Samuel M. Goldsmith

In Chancery. September Term 1857.

This is a creditors Bill filed by the Complainants who allege themselves to be creditors of Elizabeth Osborne, to set aside a certain deeds executed by her to the defendant upon the ground that they were made to delay, hinder and defraud them, and are therefore void at Common Law, or under the Statute of Elizabeth. The deed of the 14th of July 1841. the first in point of date is not now called in question, and need not be noticed.

The second deed which is a mortgage of real and personal property is dated on the 5th of November 1842 and was executed to secure the defendant the sum of Twenty one Thousand Five hundred Dollars, which according to the recital was due from the mortgagor to him. This deed was executed in pursuance of the provisions of the act of 1833. Ch: 181 and in conformity thereunto a petition was filed on the Equity side of Baltimore County Court on the sixth of December 1842 and on the same day a decree was passed by that Court providing for the sale of the Real Estate, and chattels Real for the payment of the mortgage debt with interest, when it should become due, according to the terms of the mortgage as by the said act is authorized.

This decree as is shown by a Record thereof filed in this cause now remains in the Baltimore County Court, and it is no part of the object of the present bill to interfere with it in any way. Prior to the period limited for the payment of the money by the terms of the decree that is to say, on the 16th of February 1844 the mortgagor Elizabeth Osborne

conveyed to the defendant the Mortgagee her Equity of redemption in the mortgaged premises for the consideration as expressed in the conveyance of $7750 and this conveyance also is impeached by these Complainants. I do not understand it to be insisted that this Court has the power to vacate, or annul, the decree of Baltimore County Court that Court by the terms of the act of Assembly referred to having concurrent jurisdiction with this Court to pass decrees upon mortgages of this description upon the ex parte application of the mortgagee or his assigns, and as the decree passed by Baltimore County Court upon the mortgage, is not to be called in question in this Court, I do not clearly see how the mortgage the foundation of that decree can be impeached here. But even if this objection could be overcome and it would be competent to this Court to set aside the decree of Baltimore County Court, this bill does not ask for the execution of any such power its object and prayer being to vacate the deeds, and not the decree passed upon one of them, and if therefore this Court should now pronounce the mortgage of November 1842 fraudulent and void it would be adjudging that void, upon which a Court possessing equal powers with itself had given relief, and to which relief this bill makes no objection.

Suppose this Court, should declare this mortgage fraudulent against the Creditors of the mortgagor, and the mortgagee should afterwards proceed to carry his decree upon it in Baltimore County Court into execution would it be competent to this Court to interfere and prevent his doing so, would it not be quite as competent to Baltimore County Court to pronounce the decree of this Court, vacating the mortgage void a nullity, as for this Court to adjudge the decree of Baltimore County Court upon the mortgage void? It seems to me, it would be dangerous & place the two Courts in this position of antagonism when there can be no absolute necessity for it, and I am therefore unwilling to do so. If the plaintiffs seek to avoid that mortgage and the decree passed upon it in Baltimore County Court upon the ground of fraud let them file a bill in that Court for that purpose and if they can establish the fraud there can be no doubt, they will be relieved. I therefore forbear from expressing any opinion upon the mortgage of November 1842 and proceed very briefly, to consider the case as it relates to the deed of the 16th of February 1844. This is a conveyance of the mortgagors Equity of redemption and there are circumstances apparent, upon the face of the transaction and altogether independent of the evidence aliunde offered to establish the fraud, which involve it in suspicion. The principal of the mortgage debt by the terms of the instrument was not to become due until November 1847, and the decree passed upon it by Baltimore County Court on the 6th of December 1842 gave the mortgagor, until the 6th of December 1847 to pay the debt with the interest thereon and no sale under the decree could have been made until that time should arrive there was therefore on the 16th of February 1844 when the deed in question was executed, no motive pressing upon the mortgagor to part with her right to redeem this property the debt had then more than three years to run and it is not all all likely that under such circumstances the mortgagor would have been disposed, to anticipate its payment and thus deprive herself of the advantage of the probable appreciation