

the said Eliza Ramsay after his death, disencumbered of the interest of the complainant therein, as the widow of said Jacob, and for the further fraudulent purpose of rendering the same free from the claims of his creditors, and of the complainant for a support." Wherefore (the bill charges) that the said contrivance was fraudulent, and that in equity, she (the complainant) as the permanent trustee of the said Jacob, is entitled to have said property brought into the assets of the estate of the said Jacob, to be distributed according to law." The bills, however, are filed by the complainant in her character of permanent trustee of Jacob Faringer, and not as his widow claiming her share of his personal estate, and the question, therefore, is, whether in the former capacity she is entitled to have the conveyances avoided and the property turned over to her to be administered in insolvency?

These cases, then, in this view of the claim made by the bills, which upon the argument I understood to be the view taken by the plaintiff's solicitor, renders inapplicable to the questions now to be decided, the principles settled by this court in *Hays* vs. *Hays*, decided in February, 1849, because in that case the deed was impeached by the complainant, as widow, and it was set aside, and the property ordered to be sold for the purpose of paying her one-third of the proceeds, as widow. Every other question affecting the residue of the proceeds of the sale being expressly reserved.

The deeds in these cases were all made to the defendant, Eliza Ramsay, and vest in her the absolute and unqualified title to the property embraced in them. There is not upon their face the slightest reservation or indication of an interest, legal or equitable, in Jacob Faringer, and consequently his permanent trustee cannot question their validity or effect, unless she can show either that they are fraudulent under our insolvency system, or under the statute of Elizabeth, or that from the nature and justice of the case there is a resulting trust for the benefit of Jacob Faringer to be implied by law, from the fact that the consideration money was paid by him, and as trusts of this description are expressly excepted from the operation of