

MO. 4215 Equity.

to the extent of insolvency at the time of making the deed to Mary Brown, to enable the Complainant to defeat that deed. But it is enough that he was largely indebted to the Complainant and it nowhere appears that he had at the time any other property than what is contained in that deed; and the Court went on to decide that the facts which have been repeated were not sufficient to create a trust for Francis and her children in the real estate conveyed to Mary Brown, and that parol evidence was not admissible to show the existence of a trust inconsistent or at variance with the express intention of the deed itself, when the facts and circumstances would not by implication or construction of law be sufficient to raise such a trust; and that such evidence would be inadmissible on the ground of its contradicting the instrument. The term insolvency, then, when used when used to denote the financial condition of the donor of property, does not necessarily mean an absolute inability to pay all of his indebtedness; and when he is heavily indebted and the transfers made by him of his property are proceeded against under the Statute of Elizabeth, it is only necessary to show that a voluntary disposal of his assets has produced or occasioned a hindrance and delay to his creditors. The case at bar, however, goes far beyond this, and the facts show an actual, real, incontrovertible insolvency.

At the time the assignment and release put out to have been executed the Union National Bank had seven notes upon which Francis H. Quedloff was a joint and several maker, with others, aggregating \$21,711.12. This is shown on exhibit J H. B., No. 1. At the same time he owned, as a joint and several maker with Edward Lynch, to Linn & Co., Bankers, a note for \$5000 - guaranteed by Judge Roberts and dated June 9, 1894, likewise two notes each for \$200, held by the Westminster Savings Bank, the one dated December 18, 1884, the other February 16, 1889; also a note dated April 25, 1894, for \$350 held by Judge Bond; also a note of his own and other Comakers, dated October 8, 1888 and held by the First National Bank of Westminster for \$5,000. Also a note held by the Farmers &