No. 1788. Equity

to file the Bill in this Cause to set aside the deed from Fahney to his wife as fraudulent and in prejudice of his Creditors. and accordingly Said Bill was filed.

There is very little testimony in the cause. and I do not propose to argue at length on that. but to simply state my Conclusions after careful reading of it.

There is not doubt in my mind that Robert H. Fahney was the purchaser of the property from Wenner and that his wife neither directly nor indirectly had any thing to with it or had any interest in it.

2nd. That when the deed was executed and delivered the wife did not Contribute a dollar toward the purchase Money. but all that was paid at that time. which was the larger portion of the price, to wit. five hundred dollars was paid by the husband through the Means of a loan obtained by him from the Real Estate and Improvement Company of Baltimore City.

3rd. That at the time it was Made over to his wife in 1902 her husband was Considerably indebted to some of his present Creditors. and had no other property out of which Said indebtedness Could be made. 4th That the Consideration set-forth in the deed was a merely nominal one. which of itself impeaned the transaction with a fraud on the rights of Creditors and which cast on the defendant the duty of showing it was not.

2nd Md. Chancy. 448 Lowell vs Barton et al
80. Md 424 Knell vs Deering.

5th. That they have failed to do. because, (A). the resulting trust as contended in the argument by the learned Solicitor for the defendant limited from the payment of the one hundred and twenty dollars, even if, for was paid by the wife The proof is clear that it was not paid at the time of the purchase. or the execution and delivery of the deed. but it was given to the husband Several months afterward. and that the wife was in no way Connected with the purchase of the property.

13 Md. 257 Green vs. Baughman
21. Md 378. Brown vs Stamp.
8. Gill 358. Hays et al. vs Holler et al.
3. Md. Chancy. 547 Purdy vs Purdy.

(B) There is no such satisfactory proof. as the law requires, as to what the real agreement between the husband