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that much. Then to permit her to lie by for more than ten years, and when her husband is in failing circumstances to come in and gobble up all his available assets under an alleged agreement made in 1891. After he had obtained credit upon the faith of being the owner of the property in controversy, in my judgment would be unfair and inequitable. If any one should suffer, she should be the one, because of her gross laches. As was said in 83. Md. Manning vs Cathcart "under the circumstances we think it our duty to aid the appellant, who, as the trustee in involuntary is the representative of an husband's creditors in his effort to reach the property standing in the wife's name, and purchased with the husbands money, so as to subject the same to the payment of the husband's creditors" The evidence satisfactorily shows that the wages and earnings of the husband were applied to the payment of the mortgages given for the purchase money, and it was admitted in the argument all were paid excepting about one hundred and fifty dollars yet due the Improvement Company. Whether Mrs. Fahrney is a creditor of her husband or not, I do not deem it necessary to pass on, as the question is one to be determined by the bankrupt court. All I mean to decide is that the deed to her from her husband is fraudulent and void as to her husbands creditors and should be set aside. I will therefore pass a decree setting aside and declaring null and void the deed from Robert H. Fahrney to his wife Sarah E. Fahrney a certified copy of which is filed as Exhibit "D" in this cause and directing said property to be sold subject to the lien of the Real Estate and Improvement Company of Baltimore City, for the benefit of the creditors of the said Robert N. Fahrney, the proceeds of which sale are to be applied to that purpose, after the payment of the costs and expenses of this suit, including a counsel fee of fifty dollars to the Plaintiffs Solicitor, under the direction of the District Court of the United States for the District Court of Maryland sitting in Bankruptcy, which decree the Solicitor for the plaintiff will prepare and hand to the court for its signature.

John C. Motter.