

After which, under a decree to account, passed by consent on the 21st of July, 1826, the auditor reported accordingly; to which report the defendants excepted; and the case having been set down for hearing, was brought before the Court.

BLAND, C., 8th August, 1829.—This case standing ready for hearing, and having been submitted without argument by the plaintiffs' solicitor, and no one appearing for the defendants, according to the rule, before the close of the sittings of the term, the proceedings were read and considered.

From the position taken by the plaintiffs, it becomes necessary to inquire what were the circumstances under which Alexander B. Hanna conveyed this property in trust for the benefit of his wife and children. His trade, pursuits, and pecuniary condition, are not clearly described in the pleadings; nor has it been distinctly set forth what was the value of this donation to his wife and children, compared with the whole property he then held, and the amount of the debts he then owed. But taking the pleadings and proofs together, it appears, that Alexander B. Hanna was by trade a boot and shoemaker; and, on the 22d of July, 1817, exclusively engaged in that calling; that he held some property, at that time, is certain; but the particulars and value of it are not clearly shewn. About that time he lent money; but the lending of money is, in itself, no clear evidence of his solvency to that or any other amount. It appears that in the year 1818, he held lots of ground, which he sold for \$1,300; and that, on the 22d of July, 1817, he owed debts, which are still unpaid, to the amount of \$1,267. It is in proof, that the mortgages were satisfied by money, or means provided by Alexander B. Hanna, after he became embarrassed, and a short time before he obtained the benefit of the insolvent laws. A part of the money lent by Niles, the witness, was paid by him to Warner, the trustee. From the deposition of Niles, and from other testimony, it appears, that the donation thus formally made, by the conveyance of the 22d of July, 1817, by Alexander B. Hanna, to his wife and children, was not cleared of all incumbrance, and perfected, until he had fallen into difficulties, and was upon the eve of applying for the benefit of the insolvent laws. Alexander B. Hanna says in his answer, that the consideration of **33** * the conveyance of the 22d of July, 1817, was the fortune of his wife, and an agreement that it should be settled on her for her separate use, but there is no proof to that effect.

There are many cases, reported in the books, which speak in general terms of a voluntary conveyance of property for the benefit of a wife and children being void against creditors, where it appears that the grantor was indebted at the time. From which it seems to have been inferred, that the being indebted, at all, at the time, in any sum, however small, was sufficient to vacate the con-