

to enable him to obtain the money required for the purchase, she, together with her husband, executed to him a deed of conveyance of the land, which he mortgaged to Mrs. Herbert, from whom he borrowed the money, as a security for its repayment.

The amount of the money thus raised upon the mortgage was \$150, of which, \$100 was paid to Hendon on account of the land, and the rest was paid to him, for some articles of personal property, which had been also sold for the husband's debts and purchased by said Hendon. The deed from Hendon to Hayes was absolute on the face of it, as was also the one from the complainant and her husband to him, and although a money consideration was expressed in the latter, none was ever paid.

The defendant Hayes, claiming to hold the absolute estate in the property conveyed by these deeds, the complainant instituted this suit against him, contending, that the object of the whole transaction, was, by conveying the property to the defendant, Thomas I. Hayes, in trust for her separate use, to secure it from the further execution for her husband's debts, (his interest therein having been several times sold by his creditors, and redeemed by her,) and that, although there was no such trust expressed in the deeds, it was the clear understanding with Hayes, that he was to take the estate conveyed by them, subject thereto, the complainant prayed that Hayes might be declared to hold the property in trust for her separate use; that he should be compelled to convey the same to a new trustee, and account for the profits received from it by him; and for general relief. By a supplemental bill afterwards filed, she prayed that the deed from herself, and her husband, might be declared void, and that she might be declared to hold the property to her separate use. The defendant, in his answer, denied the trust, and relied also upon the statute of frauds.

In addition to the above facts, disclosed by the pleadings and proofs in the cause, it was also proved, that the complainant was an aged woman, and unacquainted with business matters; and that, whilst the negotiation was pending, Hayes