

tors of the said Spindler. The first of these deeds is dated on the 27th of March, 1834, by which, for the nominal consideration of ten dollars, Spindler conveyed to Phillips, his father-in-law, a large and valuable real estate, situate in the city and county of Baltimore, to be held in trust for the separate use of the wife of said Spindler, (the daughter of Phillips,) during her life, and upon certain other trusts expressed in said deed.

The other conveyance bears date on the 18th of April of the same year; whereby, as alleged by the bill, for the pretended consideration of thirty-five hundred dollars, Spindler absolutely and unconditionally conveyed to the aforesaid Phillips all his household and kitchen furniture. It is alleged by the bill, that the consideration expressed in this instrument was not in fact paid, and that both conveyances were executed for the purpose of defrauding the creditors of the grantor, who was at the time largely indebted to various individuals and corporations.

The bill further alleges, that on the 13th of January, 1835, Spindler, being indebted as aforesaid, and being the owner by assignment of a judgment recovered in Baltimore County Court against Jonathan Manro, with a like fraudulent intent, assigned such judgment to the use of Hugh Birckhead, who had large dealings with Phillips, and that the money, when received on said judgment by Birckhead, was by him passed to the credit of said Phillips; and then prays that this money also may be accounted for by Phillips.

The answer of Spindler and wife to this bill, denies the fraud charged, and insists upon the fair intent and purpose of this deed, and that the consideration expressed in each of them was true and bona fide. It does not deny the fact of Spindler's large indebtedness at the time the conveyances were executed, but avers that he was then engaged in a large and prosperous business, was possessed of property of more than four times the amount of his debts, and that the deed was executed with the view of securing a provision for his family, in the event of adversity in business, and at a time when such a provision was not only justifiable, but laudable and prudent. This answer also denies, altogether, the assignment of the judgment to Birck-