

purpose to benefit his family at the expense of his creditors. The deeds, then, in my judgment, were made to delay, hinder and defraud them, and must be vacated and the property sold for their benefit, unless the remaining ground of defence is a good one, and that rests upon the effect of the sale by the sheriff to Phillips, under executions upon judgments against Spindler, recovered by the General Insurance Company, in the year 1834.

It is supposed, by the counsel for the defendants, that this purchase by Phillips, at the sale made by the sheriff, gives him every thing necessary to perfect his title, whatever may have been the infirmities of the original deed, unless it can be shown that the sale was collusive and fraudulent, which is denied in the answer, and contested in the argument.

I do not deem it necessary to investigate the question of fraud, as charged on the one side, and disputed on the other, because I think it very clear, that even assuming the fairness of this part of the transaction on the part of Phillips and Spindler, the fate of the case must depend upon the original integrity of the deed of March, 1834, and that the title of Phillips to hold the property conveyed thereby, against the creditors of Spindler, can draw to it no aid from the sheriff's sale.

The deed of March, 1834, though in my opinion, fraudulent and void as to creditors, was clearly good *inter partes*, and of course, Spindler was thereby divested of any interest in the property conveyed, other than the merely contingent life estate reserved to him by the instrument itself, and when Phillips purchased at the sale made by the sheriff, upon an execution issued upon a judgment against Spindler, he acquired and could acquire nothing more than that contingent right, and the contingency not having happened, upon which the title of Spindler to the beneficial interest in the property for life, was to arise, it would seem to follow necessarily, that this purchase is wholly ineffectual to clothe the purchaser with any rights which can be asserted against the creditors.

These views dispose of the grounds of defence taken in the answers, and urged in the argument, and, in my judgment show them to be untenable.