

the prejudice of others; nor could it be assailed on any such ground because *Tydings* the debtor has not in fact applied for release under the insolvent laws, and there is no person in existence who can impeach his acts as in violation of them.

If, therefore, the deed in this case can be successfully attacked, it must be upon the ground, that either at common law or under the provisions of the statute of 13 *Elizabeth*, *ch. 5*, it is void, as having been made to delay, hinder, and defraud creditors. The allegation of the bill is "that said deed was concocted and executed with the sole view and purpose of cheating and defrauding the complainants of their claims against said *Tydings*, and hindering, delaying, and embarrassing them and his other creditors in the collection of their debts," &c.

Had this deed been a voluntary one, founded merely upon natural love and affection, it could not possibly be allowed to stand in the way of the creditors of the husband, as the agreement filed on the 26th of July last shows that he had no other property from which the claims of his creditors could be satisfied. It would, therefore, upon the most indulgent view of the statute, or of the common law, be fraudulent and void as to creditors, and would unhesitatingly be set aside at their instance.

But the answers take the position, and the evidence maintains it, that this deed rests upon a valuable consideration; that is, that it was caused to be executed by the party having the equitable title in satisfaction of a debt due from him, of an amount equivalent to the value of the property. It is said, however, that this evidence is inadmissible, because the deed purports upon its face to have been executed for the consideration of the sum of one hundred and forty-four dollars paid by the grantee to the grantors; and that it being shown that no such sum was paid by the former, it is not competent to support the deed by proof of the consideration relied upon in the answers. The consideration stated in the deed was, however, paid to the grantor by *Tydings* the husband, and, therefore, being founded upon a moneyed consideration it is good as a deed of bargain and sale.