

after have, and without being liable for his debts, and with power to her to sell and dispose of the same."

The answer of Daniel O'Neill denies all knowledge of the execution of the deed from Catharine Drake to the complainant, and avers that he never heard of it until after her death. It avers that two months prior to the date of the said deed, the said Catharine and defendant became engaged to be married to each other, and that pursuant to the said engagement, on the 14th May, 1843, they were married, and that they lived together as man and wife, thenceforth until the death of the said Catharine, which took place on the 28th August, 1850. It insists that said deed, if executed at all, was so executed in fraud of the marital rights of defendant, and is therefore void, and defendant therefore claims to be entitled to all the leasehold, settled in trust for his said wife as before stated, and to the rents and profits thereof.

The answers of the defendants, Lechler and Fleming, likewise deny all knowledge of the execution of the deed from Catharine Drake to complainant, and insist it was made, if made at all, in fraud of the marital rights of O'Neill, and is therefore void.

An injunction was granted on the filing of the bill. After coming in of the answers, the defendants moved for a dissolution of the injunction, and the complainant moved for the appointment of a receiver. The motions were heard together. The Chancellor passed an order continuing the injunction until final hearing, and on the 28th July, another order was passed, appointing a receiver as prayed. Accompanying the first order, he delivered the following opinion.]

THE CHANCELLOR :

This case has been brought before the Court at this term; and has been argued upon motions to dissolve the injunction which was granted when the bill was filed, and for the appointment of a receiver, which was also asked for in the bill but held over for the coming in of the answer, or until further order.