

as the case may be, shall think proper, and to and for no other use, trust, intent, or purpose whatsoever."

The complainants, in their bill filed on the 8th of January, 1849, allege themselves to be judgment creditors of said Henry Hook, upon a judgment recovered upon the 26th day of June, 1848, upon which a *fi. fa.* was issued, and returned *nulla bona* at February Term, 1849, of Baltimore County Court, in which said judgment was recovered. That at the time the debts, upon which said judgment was recovered, was contracted, the said Henry was in the actual possession and enjoyment of property situated in the city of Baltimore, of the value of several thousand dollars, which he had previously conveyed by the deed above referred to. That he has sold a part thereof, and applied the proceeds in satisfaction of a mortgage debt thereon, and to a small extent in satisfaction of complainant's judgment. That he has applied for the benefit of the insolvent laws, and a large amount is still due on said judgment. The bill then charges that said deed is fraudulent and void, and was made to hinder, delay, and defraud the complainant and other creditors of the grantor, and prays that it may so be declared and set aside, and the property sold for the payment of complainant's debt, and other creditors of the grantor, and for general relief.

The answer of Mrs. Sarah Hook, who answered separately, admits the deed of trust, and the sale of part of the property; but avers that she is wholly uninformed as to the other averments in the bill, and cannot, therefore, expressly admit or deny them, and requires complainants to prove them. The answer of Henry Hook admits the indebtedness as charged in the bill, the execution of the deed, and that he continued to possess and enjoy the property jointly with his wife according to the terms thereof. He also admits the sale of a portion of the trust property, and his application for the benefit of the insolvent laws; but expressly denies that the deed was made either to defraud, hinder, or delay creditors, but on the contrary, he avers that at the time of executing it, he was solvent and unembarrassed, and out of debt, and that he owned, at the time, other property not mentioned in said deed, and that com-