

plainants were not his creditors at the time, but their claims were contracted and created long since the execution of the same, and he insists that said deed is perfectly legal and valid, and nowise fraudulent as against the complainants, or any one else.]

THE CHANCELLOR :

Upon a careful examination of the proceedings in this case, and reading and considering the arguments of the counsel for the parties, I am of opinion that the deed of trust of the 2d of June, 1842, from Henry Hook to James H. Miller, is fraudulent and void against the creditors of the grantor, either existing or subsequent.

It has been frequently decided, and is the undisputed law, that a conveyance is void as against creditors under the statute of 13 Elizabeth, ch. 5, unless it be made upon a good consideration, and *bona fide*, and authorities are abundant, to show that though a voluntary conveyance, made by a person not indebted at the time, cannot be impeached by subsequent creditors upon the mere ground of its being voluntary, yet if it be shown to have been made with a fraudulent intent, or with a view to future debts, it may be successfully assailed by such subsequent creditors. *Sexton vs. Wheaton*, 8 *Wheaton's Rep.*, 229.

The deed impeached by the bill in this case is not simply a *post nuptial* settlement by the husband upon the wife, which would be good as to subsequent creditors, provided there was no fraudulent intent, or it was not made with a view to future debts. The deed here is supposed to be fraudulent and void as to creditors, both prior and subsequent, because of the trusts in it in favor of the grantor, and the authorities seem to me fully to establish the proposition for which they were cited by the complainant's counsel.

The case of *Taylor vs. Jones*, 2 *Atk.*, 600, and *Ford vs. Caldwell*, 3 *Hill, S. C. Rep.*, 242, seem to be conclusive against the validity of such deeds as the present, with reference to the subsequent as well as prior creditors.