

It appears to me that such a deed is clearly fraudulent and void, both with reference to pre-existing, and subsequent creditors.

It cannot be regarded as a voluntary conveyance, made by a husband in favor of his wife, which, if *bona fide*, will be permitted to stand as against subsequent creditors, but it is a conveyance made by a party for his own benefit, and although his wife was designed to participate with him to some extent, in the enjoyment of the property, the beneficial interest of the husband greatly preponderates over hers. It is emphatically a deed for the use of the grantor, which renders it void against all creditors, existing or subsequent.

The claims of the suing creditors are fully established by the pleadings and proofs, and it appears they have by their proceedings at law, placed themselves in a position to impeach the deed. A decree, therefore, will be signed, vacating this deed of the 2d of June, 1842, and appointing a trustee to make sale of the property embraced in it, which remains unsold, for the payment of the complainants, and the other creditors of the grantor, and directing the trustee to call them in as usual by advertisement. The equities of the creditors *inter se*, will be reserved for further order or decree. The complainants' counsel will prepare such a decree.

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J. M. CAMPBELL, for Complainants.

C. H. PITTS, for Defendants.