

indebted at the time of the execution of the conveyances in question, unless the charge that "they were made to Eliza Ramsay for the fraudulent purpose of rendering the same free from the claims of his creditors," can be construed to amount to such an allegation. It seems to me, however, that the averment referred to, may quite as well apply to subsequent as prior creditors. But even if it is to be understood as meaning prior creditors, and that the object was to defraud them, there is no proof in support of the allegation, the existence of no such debt being shown. There is, besides, neither allegation or proof, that Jacob Faringer at the time of the execution of these instruments contemplated availing himself of the insolvent laws, or that they were made, or caused to be made by him with any such view or expectation, and, therefore, they cannot be declared to be void as frauds upon the insolvent system.

Neither upon the allegations of the bill, or the proofs in the cause, can they in my judgment, be pronounced fraudulent and void under the statute of Elizabeth, as having been made with intent to delay, hinder and defraud creditors. It is not averred, or proved, that there were any creditors at the date of those conveyances to be defrauded, hindered and delayed, nor indeed is it directly charged or proved, that Faringer contracted debts subsequently, even if the deeds could be regarded as fraudulent as against subsequent creditors. The fact of his having taken the benefit of the insolvent laws, in the year 1849, furnishes to be sure a strong presumption that he was indebted at the time, but there is nothing in the record, either in the shape of pleadings or proof, to show the amount of such indebtedness, or the value of the property which came to the hands of the complainant as his trustee. But if these defects in the case of the complainant were removed, still there would exist the difficulty of showing that the money with which the property was purchased was supplied by Faringer. It is true, there are circumstances from which it may be inferred that his money paid for the property, but it is equally true, that there are circumstances of a counter-weighing character, and the answer of the defendant responsive to the bill, stands directly opposed to any such inference.