

therefore *Ordered*, that a commission issue as prayed, unless the defendants name and strike commissioners on or before the 30th instant.

After which, under a decree to account, passed by consent on the 21st of July, 1826, the auditor reported accordingly ; to which report the defendants excepted ; and the case having been set down for hearing, was brought before the court.

8th August, 1829.—BLAND, Chancellor.—This case standing ready for hearing, and having been submitted without argument by the plaintiffs' solicitor, and no one appearing for the defendants, according to the rule, before the close of the sittings of the term, the proceedings were read and considered.

From the position taken by the plaintiffs, it becomes necessary to inquire what were the circumstances under which *Alexander B. Hanna* conveyed this property in trust for the benefit of his wife and children. His trade, pursuits, and pecuniary condition, are not clearly described in the pleadings ; nor has it been distinctly set forth what was the value of this donation to his wife and children, compared with the whole property he then held, and the amount of the debts he then owed. But taking the pleadings and proofs together, it appears, that *Alexander B. Hanna* was by trade a boot and shoemaker ; and, on the 22d of July, 1817, exclusively engaged in that calling ; that he held some property, at that time, is certain ; but the particulars and value of it are not clearly shewn. About that time he lent money ; but the lending of money is, in itself, no clear evidence of his solvency to that or any other amount. It appears that in the year 1818, he held lots of ground, which he sold for \$1300 ; and that, on the 22d of July, 1817, he owed debts, which are still unpaid, to the amount of \$1267. It is in proof, that the mortgages were satisfied by money, or means provided by *Alexander B. Hanna*, after he became embarrassed, and a short time before he obtained the benefit of the insolvent laws. A part of the money lent by *Niles*, the witness, was paid by him to *Warner*, the trustee. From the deposition of *Niles*, and from other testimony, it appears, that the donation thus formally made, by the conveyance of the 22d of July, 1817, by *Alexander B. Hanna*, to his wife and children, was not cleared of all incumbrance, and perfected, until he had fallen into difficulties, and was upon the eve of applying for the benefit of the insolvent laws. *Alexander B. Hanna* says in his answer, that the consideration of