into a minute analysis of the proof upon this point and I deem it sufficient to say that, upon a very careful examination of it I do not see any grounds upon which a reasonable doubt can be entertained. I am not only entirely satisfied that he was irretrievably insolvent but that he knew himself to be so and that these conveyances were made for the purpose of placing his property beyond the reach of his creditors, and that it is the duty of this Court to frustrate the design unless there stands in the way some insuperable principle of law.

In addition to these conveyances the case further shows that Spindler on or about the 13th of January 1835 assigned to Hugh Birckhead a Judgment of which he was the owner against one Jonathan Manro and that Mr Birckhead who received the money upon the Judgment passed it to the credit of said Phillips, upon his Books there being extensive dealings between these parties. The property contained in the deed of trust of the 27th of March 1834 and the Bill of sale of the 18th of April of the same year seems to have been every thing of a visible and tangable nature which Spindler possessed and when, in addition to these transfers he in January 1835 assigned for Phillips benefit the judgment against Manro he stripped himself of almost every thing he possessed in the world which could be made available to his creditors, and what makes the assignment of the judgment still more reprehensible it appears not only to have been made without consideration but the fact that any such assignment so as made is denied by the answer of Spindler. The record and the proof however of Mr Birckhead fully disprove the answer in this respect and establishes not only the fact of the assignment but that the money received upon the judgment enured to the benefit of Phillips. Now taking all these transactions and grouping them together the proximity of the conveyances to each other in point of time. The total absence or even pretence of any valuable consideration for the deed of March 1834 by which a large amount of property was settled upon the wife and child of Spindler. The suspicious circumstances which surround the bill of sale of April 1834 and the denied but proved transfer of the judgment of 1835 and I think, I may say in the language of Judge Story in Bean vs. Smith et al. 2 Mason's Reports 294. that the badges of fraud cluster about them in every direction and that these conveyances and transfer were made with the meditated design to injure and defraud creditors. It appears to me impossible to read this record, and not come to the conclusion that Spindler saw and was fully sensible of the desperate condition of his affairs and that it was his purpose to benefit his family at the expense of his creditors. The deeds then in my judgment were made to delay hinder and defraud them, and must be vacated and the property sold for their benefit unless the remaining ground of defence is a good one and that rests upon the effect of the sale by the Sheriff to Phillips under executions upon a Judgment against Spindler recovered by the General Insurance Company in the year 1834 under these executions Phillips on the 17th of December 1834 through his agent he being then absent, purchased property in the Country appraised at $9200 for $250 and on the 22d January 1835 purchased the town property valued at $4000 for the sum of $3800 and has taken deeds from the Sheriff for both parcels, the property thus purchased by Phillips is the same which was conveyed to him by Spindler by his deed of the 27th of March 1834. in trust for the wife

and child of the grantor and upon a certain contingency which has not happened in trust for Spindler himself during his natural life. It is supposed by the Counsel for the defendants, that this purchase by Phillips at the sale made by the Sheriff gives him every thing necessary to perfect his title, whatever may have been the infirmities of the original deed, unless it can be shown that the sale was collusive and fraudulent which is denied in the answer and contested in the argument. I do not deem it necessary to investigate the question of fraud as charged on the one side and disputed on the other because I think it very clear that even assuming the fairness of this part of the transaction on the part of Phillips and Spindler the fate of the case must depend upon the original integrity of the deed of March 1834 and that the title of Phillips to hold the property conveyed thereby against the creditors of Spindler, can draw to it no aid from the Sheriffs' Sale. The Deed of March 1834 though in my opinion fraudulent and void as to creditors was clearly good inter partes, and of course Spindler was thereby divested of any interest in the property conveyed other, than the merely contingent life Estate, reserved to him by the instrument itself, And when Phillips purchased at the sale made by the Sheriff upon an execution issued upon a judgment against Spindler he acquired and could acquire nothing more than this contingent right and the contingency not having happened upon which the title of Spindler to the beneficial interest in the property for life was to arise it would seem to follow necessarily that this purchase is wholly ineffectual to clothe the purchaser with any rights which can be asserted against the creditors.

These views dispose of the grounds of defence taken in the answers and urged in the argument and in my judgment show them to be untenable. A difficulty however occurred to me at one time respecting the right of the complainant, who is the permanent Trustee in insolvency of Spindler the grantor to file a bill to vacate conveyances made by him as fraudulent under the provisions of the Statute of Elizabeth. I thought it might perhaps be doubted, whether as the conveyances were good against the grantor himself his Insolvent Trustee could be permitted to impeach them, subsequent reflection however, and a examination of one or two of the cases has satisfied me that the doubt is not well founded, and that unless the trustee may maintain such a suit the creditors of the Insolvent who are prejudiced by the conveyance might be without remedy altogether according to the principles settled by the Court of Appeals in the case of Alexander vs Thiselin et al 5 Gill 158 the whole Estate of the Insolvent whatever may be its consideration passes into the hands of the trustee to be by him managed for the benefit of the creditors who are deprived by operation of the Insolvent system of the right to pursue in their own names any remedy against the property of the debtor, however it may be situated at the time of his application for relief. It is true that if there be a surplus after the payment of the claims of creditors it will be enjoyed by the Insolvent and so far and to that extent the annulling the conveyance operates to his benefit but still, as the property or its proceeds must be in the first place applied to the payment of the creditors the power of the Court must be regarded as exercised chiefly for them and if the conveyance is void as against creditors under the Statute of Elizabeth it would seem proper to permit the trustees to institute proceedings for the purpose of vacating it as otherwise