This Respondent expressly denies that the said Jacob purchased and caused to be conveyed to this Respondent the property mentioned in said bill and this respondent positively avers that said property never was the property of said Jacob and that the said Jacob never had any right or title thereto.

And this Respondent expressly denies that the said Jacob ever conveyed or caused to be conveyed to this respondent any property for the purposes charged in said Bill. This Respondent respectfully insists that the prayer of said Bill ought to be granted and prays to be hence dismissed with her costs and charges &c. Chas. A. Pitts. Solr. for Respondent.

State of Maryland. City of Baltimore Sct: On this Eighteenth day of May 1850 personally appeared Eliza Ramsay the above named Respondent before the Subscriber a Justice of the Peace of the State of Maryland in and for the City aforesaid and made oath that the matters and things contained in her foregoing answer are true. Sworn to before

P. Gorsuch J.P.

And afterwards to wit: On the 14th day of June 1850 the Chancellor passed his decision in the said causes which was duly enrolled in the words following to wit;—

Catharine Faringer
Permt. Trustee of Jacob Faringer
vs.
Eliza Ramsay and William Ekerman

Same
vs.
Eliza Ramsay

In Chancery. March Term 1850

These Bills are filed by the Complainant as the permanent Trustee of in Insolvency of Jacob Faringer her former husband but now deceased and seek to set aside the deeds therein mentioned not as frauds upon her marital rights but upon the ground that they were made in prejudice of the rights of creditors. The allegations to be sure are not entirely free from ambiguity — it being in one place alleged that one of the objects of the conveyances was to deprive the complainant and her children by the said Jacob of all benefit in it, in his life and after his death. And in another place that the deeds were made to the said Eliza Ramsay for the fraudulent purpose of enjoying the property during his life. and leaving it to the said Eliza Ramsay after his death disincumbered of the interest of the Complainant therein as the widow of said Jacob and for the further fraudulent purpose of rendering the same free from the claims of his creditors and of the Complainant for a support "Wherefore (the bill charges) that the said contrivance was fraudulent and that in Equity she (the Complainant) as the permanent Trustee of said Jacob is entitled to have said property brought into the assets of the Estate of the said Jacob to be distributed according to law. The Bills however are filed by the Complainant in her character of permanent Trustee of Jacob Faringer and not as his widow claiming her share as widow of his personal Estate and the question therefore is whether in the former capacity, she is entitled to have the conveyances avoided and the property turned over to her to be administered in insolvency.

These cases then in this view of the claim made by the Bills which upon the argument I understood to be the view taken by the plaintiff's Solicitor renders inapplicable to the questions now to be decided the

principles settled by this Court in Hays vs. Hays. decided in February 1849. because in that case the deed was impeached by the Complainant as widow and it was set aside, and the property ordered to be sold for the purpose of paying her one third of the proceeds as widow, every other question affecting the residue of the proceeds of the sale being expressly reserved. The deeds in these cases were all made to the defendant Eliza Ramsay and vest in her the absolute and unqualified title to the property embraced in them. There is not upon their face the slightest reservation or indication of any interest legal or equitable in Jacob Faringer, and consequently his permanent Trustee cannot question their validity or effect unless she can show either that they are fraudulent under our Insolvent System or under the Statute of Elizabeth, or that from the nature and justice of the case there is a resulting trust for the benefit of Jacob Faringer to be implied by law from the fact that the consideration money was paid by him and as trusts of this description are expressly excepted from the operation of the Statute of Frauds the fact of the payment may be established by parol proof. But although the fact of the payment of the money may be shown by parol proof the evidence must be so strong and decisive as to leave no reasonable doubt upon the subject. The cases all concur in this because of the danger of this description of proof not only as tending to perjury, but on account of the insecurity to which its introduction exposes the paper title. Boyd vs. McLean 1 John: Ch: Rep: 582.

In this case I have examined the proof very carefully and though there are circumstances connected with the transactions, and the conditions habits and occupation of the parties from which it may be inferred that the purchase money for these parcels of property was paid by Faringer, I do not find that clear and positive testimony which the principle so frequently and firmly settled imperatively demands. the evidence upon this point in my judgment falls far below the standard established by the authorities and I therefore do not feel warranted in declaring that this property is impressed with a resulting trust for Faringer. The deed from William E. Beale to Eliza Ramsay was executed on the 7th of April 1845 and that of Daniel S. Happoldt and Samuel Kramer to the same party on the 4th of February 1847, on the day of the execution of the first deed. Eliza Ramsay executed a mortgage of the property thereby conveyed to her to David Brown to secure the payment of $212. for which she had given him her promissory note so much being due to him from Beale and which by agreement of the parties she Eliza Ramsay was to pay to Brown and on the 31st of March in the year 1846 the debt due to Mr Brown having been paid by Eliza Ramsay he on that day released the mortgage which she had given to him to secure its payments, Faringer died in the year 1849 but the precise time of his death is not stated, having in the same year applied for the benefit of the Insolvent Laws and the Bill alleges that the Complainant was appointed his permanent Trustee on the 11th of June of that year. The Bill does not allege, nor is it shown in proof that he was 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