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 having shewn. There is besides neither allegations 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 delayed hindered and defrauded 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 that time but there is nothing in the record either in the shape of pleadings or proofs to show the amount of such indebtedness or the value of the property which came to the hands of the Complainant or his trustee. But if these defects in the case of the Complainant were removed, still there would exist the difficulty of shewing 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 counteracting character and the answer of the defendant responsive to the Bill stands directly opposed to any such inference. Upon a careful consideration of the whole case therefore I do not feel myself at liberty to grant the relief prayed by these bills. The Parties by their counsel have signed and filed an agreement that the proof taken in the first of the aforegoing causes may be used in the second cause, as if taken in it and for dividing the expense of executing the Commission between the two causes, which have been argued together and depend upon the same principles. They will therefore be consolidated and the bills dismissed, but under the circumstances they will be dismissed without costs.

John Johnson Chan.r

June 14th 1850

Catharine Faringer Perm.t Trustee of Jacob Faringer vs. Eliza Ramsay and William Ehrman

Same vs. Eliza Ramsay

In Chancery March Term 1850.

These causes standing ready for hearing and being submitted by agreement the Counsel for the parties were heard and the proceedings read and considered. It is thereupon this 14th day of June in the year 1850 by John Johnson Chancellor and by the authority of this Court adjudged Ordered and decreed for the reasons stated that these causes be and the same are hereby consolidated, and that the Bills of Complaints filed therein be and they are hereby dismissed

but neither of the said parties shall recover costs as against the other.

John Johnson Chan.r

And afterwards to wit: on the 22d day of June 1850 came the said Complainant, by his solicitor William Meade Addison Esquire and filed in the said causes an order for an appeal from the said decree to the next Court of Appeals to be holden for the Western Shore of Maryland in the words following to wit:

Catharine Faringer Perm.t Trustee of Jacob Faringer vs. Eliza Ramsay and William Ehrman

Same vs. Eliza Ramsay

In Chancery — Consolidated

Mr Gassaway. Enter an Appeal in these causes from the decree dismissing the Bills.

30th June 1850.

William M. Addison for Complainant

Which said Appeal was granted and the proceedings ordered to be transmitted and the same are hereby transmitted accordingly.

Maryland Sct:

I hereby certify that the aforegoing is a true copy from the original proceedings in the said cause now remaining in the Court of Chancery of the said State

(Great Seal)

In Testimony whereof I have hereto set my hand and affixed the Great seal of the said State this Twenty Seventh day of September in the year of our Lord One thousand Eight hundred and fifty.

Louis Gassaway Reg. Cur. Cur.

Compl.ts Costs $126.04
Defts' Costs 27.73

And now come into the Court of Appeals here, as well the said Catharine Faringer Permanent Trustee of Jacob Faringer by William M. Addison Esquire her attorney; as the said Eliza Ramsay and William Ehrman by Charles A. Pitts Esquire their attorney; and thereupon, on motion of the said Eliza Ramsay and William Ehrman by their attorney aforesaid, it is ruled by the Court here, that the said Catharine Faringer Perm.t Trustee of Jacob Faringer assign the errors in the record of proceedings aforesaid, or in the signing the decree aforesaid, so as aforesaid be sought before the Court of Appeals here, for correcting the errors supposed to be therein, or decree by the Court of Appeals here, will be entered against her in default thereof: and the said Catharine Faringer Perm.t Trustee of Jacob Faringer by her attorney aforesaid, says, that in the record of proceedings aforesaid, and also in the signing of decree aforesaid, there is manifest error in this, to wit, that by the record aforesaid it appears that the decree aforesaid, in the plea aforesaid given, was given for the said Eliza Ramsay and William Ehrman against the said Catharine Faringer Perm.t Trustee of Jacob Faringer when by the Law of the Land, that decree ought to have been given for the said Catharine Faringer Permanent Trustee as aforesaid against