account. Whatever melancholy may be the reflection that Mrs Chase should have become infatuated with this unworthy young man, and that this aged Lady should have had the last years of her protracted life embittered by the curse of debt contracted on his account, and for his follies, yet she assumed them on her life time, declared that she intended to pay them, and left her dying request that they should paid after her death. Under these circumstances this Court cannot regard them with any special prejudice or disfavor. It must treat them as the ordinary debts left unpaid by any party who dies without having paid all his creditors. Before I consider the case presented by these creditors for the relief they ask it will be necessary to determine the true nature of this deed of trust. This Court will not find this task difficult, assisted as it is by the able opinion of Judge Le Grand delivered on the case in the late Baltimore County Court of Nathaniel Williams and others vs The Mayor and City Council of Baltimore, in which the question in regard to the true character of this deed was elaborately discussed. The Judge thereupon "An Examination of the authorities has satisfied me that the Estate passed under the deed to the plaintiff (the Messrs Williams) and that the Will and Codicils as they exist at the time of the Execution of the deed, are only to be looked to for a declaration of the uses and an ascertainment of the limitations on the Estate disposed of and that the Will as such is revoked" I shall therefore assume that this deed incorporates into itself all those parts of the Will and its codicils that express and declare the uses and trusts of and concerning the estate therein devised and the limitations and restrictions to which it is thereby made subject, and this is insisted on by the said trustees in their answer as the import and character of this deed. But though this deed was executed by her on the 4 day of August 1844 and on that day recorded her Will with the Codicils that had been added at that time, was

not signed and Recorded until the 10 day of April 1848 and the circumstances of this interval between the Recording of these two instruments of writing give rise to the question, as to when the deed became perfect and complete for all purposes. For the purpose of informing a subsequent purchaser of the legal title that it had been previously conveyed to these trustees it may perhaps be sufficient. But in regard to the object and extent of its uses and trusts it certainly was secret until the Will was admitted to probate. and therefore concealed and as Notice to her creditors that no provision, or such as might have been altogether insufficient had been made for their claims. This feature in the deed that it did not speak Publicly until after the death of Mrs Chase, and the Recording of her Will must have great influence with the Court in deciding the points which will be hereafter considered, that have been raised by the defendants. By way of objection to the relief sought by the creditors the limitations, previous Notice to the subsequent creditors, and estoppel to all those who received dividends under the Deed to Salem,

Nothing so far indicates the opinion of the Court in regard to the Nature and Character of this deed the next enquiry is as to the rules of that regulate Courts of Equity in determining the rights of prior and Subsequent Creditors to have vacated under certain Circumstances for the benefit, a Voluntary deed executed by their debtor. Numerous authorities both Foreign and American have been cited by the Solicitors for the respective parties on this subject. But it is unnecessary to go beyond the adjudications of our own Courts to learn the law rule in such cases. What has been called the "Stead rule" declared by Chancellor Kent, in Read vs Livingston from a review of all authorities that indebtedness at the time of executing a Voluntary conveyance furnishes a legal inference of fraud which could not be rebutted with reference to pre existing Creditors, does not obtain in this State. The rule as mitigated, is thus declared by the Court of Appeals of this