

head, as charged in the bill. The answer of Phillips very nearly corresponds with this, and need not be more particularly adverted to.

On the 17th of December, 1834, Phillips, through his agent, he being absent, purchased the county property of said Spindler, sold by the sheriff under executions upon judgments recovered against Spindler, in the year 1834, by the General Insurance Company, for the sum of two hundred and fifty dollars, although the same was appraised at nine thousand two hundred dollars; and he, also, under the same circumstances, on the 22d of January, 1835, purchased the town property aforesaid, appraised at four thousand dollars, for the sum of three thousand eight hundred dollars, and obtained deeds therefor from the sheriff.

[The Chancellor, after stating the case, says:]

THE CHANCELLOR :

These deeds, it will be observed, are not impeached upon the ground of their being fraudulent under the provisions of the insolvent system, as having been executed by Spindler with a view of being and becoming an insolvent debtor. They are charged as having been made to delay, hinder and defraud creditors, and as, therefore, being fraudulent and void, both at common law and under the provisions of the statute of 13th Elizabeth, chap. 5; and, whether they are so or not, is the only question that has been discussed by the counsel in their oral and written arguments.

The principle extracted by Mr. Chancellor Kent from a review of the cases is, "that if the party is indebted at the time of the voluntary settlement, it is presumed to be fraudulent in respect to such debts; and no circumstance will permit those debts to be affected by the settlement, or repel the legal presumption of fraud"—that "the presumption of law in this case does not depend upon the amount of the debts, or the extent of the property in settlement, or the circumstances of the party"—"that there is no such line of distinction set up or traced in any of the cases; and that, therefore, the law has wisely dis-