

resenting the sum of \$9,632 32, and on the same day, made similar transfers to Martha Weld and Nancy W. Burnap, to the former, to the amount of \$2,100, at par, and to the latter, (who was the wife of Burnap, one of the trustees,) to the amount of \$14,000, at par.

The deed which was executed by the complainant to Messrs. Mayer and Burnap, on the 15th of September, 1840, was, among others, upon the trust that the trustees should be authorized "to adjust and settle with the corporation called the Savage Manufacturing Company, all the accounts between said Amos and said corporation; and in the event of any amount upon such adjustment appearing to be due by said Amos to said corporation, said trustees may agree with said corporation for the satisfaction of said liability, by surrender or transfer to said corporation of such number of shares of said Amos of said capital stock, and such diminution or abatement of his interest in the said stock, or the property of the said corporation, as to said trustees may appear proper." And there was a further trust providing for the settlement of the claims of those to whom the said Amos might be indebted, on account of the purchases of lands, by conveying the same to the parties to whom the money might be due.

Apart from the merits of the case, as disclosed by the pleadings and proofs, several questions of law have been discussed, and particularly it is insisted by the defendant, that whatever may be thought of the transaction in question, and though the settlement assailed by the bill might be obnoxious to objection, if impeached by the trustees, Mayer and Burnap, that still, upon this bill, and upon the plaintiff's own showing, he can have no relief, because he has failed to show a title in himself to the stock, a re-transfer of which is sought. The ground of this objection is, that the whole property of the complainant having been vested in the trustees, Mayer and Burnap, by the conventional deed, and by operation of the insolvent laws, and it appearing by the bill and the decree of the Chancellor, of December, 1845, that the re-conveyance ordered by that decree, did not extend to property which the trustees had parted with, in