

bring the money into court, to be disposed of as justice may require. If the application of these rents shall accelerate the payment of the debt due the mortgagees, full authority for such a course may be found in the case of *Burton vs. Smith et al.*, 13 *Peters*, 464.

[No appeal was taken from this order.]

FRANCES HOLLIS BY HER NEXT FRIEND vs. THOS. I. HAYES AND AMOS HOLLIS.	}	DECEMBER TERM, 1849.
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[VACATING CONVEYANCE—RESULTING TRUST—STATUTE OF FRAUDS.]

THE circumstances which will warrant the court in setting aside a conveyance actually executed, must be much stronger than would be required to induce it to withhold its aid, if applied to, to compel an execution of a mere agreement to convey.

Inadequacy of price may be so gross and manifest, as to induce the court to set aside a conveyance actually made.

Where the consideration for a conveyance is paid by one, not a party to the instrument, there is a resulting trust in his favor—a trust implied by law, from the presumed intention of the parties, and the obvious justice of the case; which may be proved by parol being excepted from the statute of frauds.

[The complainant in this case, who was a *feme covert*, and sued by her next friend, was, in her own right, seized and possessed in fee, at the time of her marriage, of a parcel of land containing about one hundred acres, and worth about \$1700. Sometime after her marriage, she separated from her husband, who was a man of prodigal and intemperate habits, and the interest acquired by him in her land, was afterwards taken in execution for his debts, and sold at constable's sale to Thomas Hendon. In the year 1836, the complainant induced the defendant, Hayes, who had married her niece, to purchase of Hendon the interest sold to him as above mentioned; and