

been largely indebted at the time, and the parties claiming under it having failed to show other property owned by the grantor, sufficient to pay his debts; and, being moreover convinced, from the evidence and circumstances of the case, that the grantor had not, independent of the property so conveyed, sufficient to pay the demands of his creditors. I do not, however, mean to be understood as deciding, that creditors, impeaching a voluntary conveyance made by their debtor, are bound to show, affirmatively, that the debtor has by the conveyance stripped himself of the means of paying his debts; because, I think, the parties claiming under the deed, are required to show that the grantor did not so disable himself, and that a sufficient fund remained to satisfy the claims of his creditors; and that, therefore, the facts of this case are even stronger than would be required to bring it within the less stringent principle laid down by the Supreme Court, and established by the other cases referred to.

The next inquiry has reference to the bill of sale of the 18th of April, 1834, and which purports to be made for a monied consideration of \$3500.

The original answer of the grantee, Phillips, to the averments and interrogatories of the bill in reference to the execution of this bill of sale, and the time and manner of paying the consideration expressed in it, and also in other respects, being evasive and unsatisfactory, the complainant excepted thereto, and after argument, the exceptions were sustained, and the defendant, by an order passed on the 29th of October, 1846, was required to put in a full and sufficient answer, by a day limited for that purpose.

And it appears by the answer filed in obedience to this order, that he was absent from the United States, on a voyage to Brazil and Buenos Ayres, from a day prior to the 27th of March, 1834, to the 15th of January, 1835, so that he was not and could not have been present, when either the deed of trust or bill of sale was executed. The answer, in responding to the inquiry respecting the time and manner of paying the consideration expressed in the bill of sale, says, "it was duly