

**FRAUDULENT CONVEYANCES—Continued.**

the property until his death, the deeds were set aside as frauds upon the rights of the wife. *Hays vs. Henry*, 337.

2. One of the badges of fraud in such cases, is the retention of the possession of the property by the husband, after the transfer of the title or keeping of the deeds in his hands after its execution. *Ib.*

**FREE NEGROES.**

1. Slaves manumitted since the act of 1831, ch. 281, cannot remain in this state in a condition of freedom, though the Orphans' Courts may, in their discretion, give them annual permits to remain, as by said act is provided. *Negro Morico vs. Mitchell*, 356.

**GENERAL INTENT.**

See **WILL AND TESTAMENT**, 13.

**GUARDIAN AND WARD.**

1. A proceeding of the representatives of a ward against the executors of a guardian, to recover a legacy bequeathed to a ward, and which the guardian had received from the executors of the testator, who made the bequest, is clearly within the jurisdiction of a court of equity. *Crain vs. Barnes and Fergusson*, 151.
2. The relation of guardian and ward, and the rights and obligations which grow out of it, are peculiarly within the jurisdiction of a court of equity, and its power to afford a remedy for a breach of the trust cannot be questioned, unless it has been taken away by some express statutory enactment. *Ib.*
3. Every guardian, however, appointed, is responsible in equity for his conduct, and may be removed for misbehavior. *Ib.*

See **JURISDICTION**, 5, 6.

**HOLDERS OF NEGOTIABLE PAPER.**

See **PROMISSORY NOTES**.

**HUSBAND AND WIFE.**

1. A husband and wife for a *bona fide* and valuable consideration, may contract for a transfer of property from him to her. *Brooks vs. Dent*, 523.
2. If the wife had performed her part of the agreement made between her husband and herself, she would have an equity as against the husband and his heirs, to have it carried into effect on their side, though the agreement was only by parol. *Ib.*

**INADEQUACY OF PRICE.**

1. Where a sale is objected to on the ground of inadequacy of price, resulting from doubts about the title, which doubts could have been removed by reasonable efforts on the part of the trustee, his neglect to do so may affect the question of ratification. *Gibbs vs. Cunningham*, 44.
2. Inadequacy of price will not induce the court to vacate a sale, in other respects unexceptionable, unless such inadequacy is so gross as to indicate a want of reasonable judgment and discretion on the part of the trustee. *Ib. et Hintze vs. Stingel*, 283.
3. The sale in this case was made for \$3,000. HELD—That an offer of \$4,000 made subsequently to the sale, and after the value of the prop-