

to the position of respectability from which he seduced her, and to suppose that, knowing this, and free from all restraint, she selected him as the object of her bounty, as the person to whom without consideration she should give the whole of her estate, which came from her ancestors, and leave herself a dependent upon his charity, is to suppose that against which every instinct of nature is at war.

I entertain, therefore, no doubt whatever that Henrietta A. Bedford executed the deeds in question under the conviction that she was the lawful wife of Richard B. Mitchell, and apart from the evidence of Dr. Bedford, I think there is strong ground for believing that the influence of a husband was exerted to procure the conveyances from her. The proximity of the deeds to the marriage, in point of time, is a circumstance which cannot be overlooked, and is pregnant with suspicion. Within less than one month from the nuptials, the stepdaughter and wife is divested of her whole estate. He who had been husband to her mother, and to whom she had in the lifetime of her mother stood in the relation of daughter, took her to wife, and before the first moon had passed, he strips her of every atom of property she owned. Overlooking everything else, there is an unbecoming precipitancy in the act which throws a flood of light upon the motives of Mitchell in marrying his stepdaughter. It could not have been affection; and when we find that instantly, upon being clothed with the authority of a husband, the deceived woman conveys to him all her estate, it is most natural to suppose that the solemnity of a marriage was resorted to as an instrument to procure the conveyance.

Such is my conclusion, and therefore I say, that unless some innocent third party be made to suffer wrong from which but for the conveyance such party would not have been subjected, the merits of the cause are with the defendants, upon the assumption that the exclusive purpose of the bill is to affect the property which originally belonged to Henrietta A. Bedford. To make that property responsible for the debts of Mitchell, contracted without any reference to it, and when his creditors,