

Paul Jacquin, to secure the payment of the sum of \$1346 50; after which *Boyreau* conveyed it to the defendant *Frederick G. L. Burhing*, to secure the payment of \$663; after which *Boyreau* reconveyed it to the defendant *Alexander B. Hanna*; that on the 22d of July, 1817, the defendant *Alexander*, being largely indebted to sundry persons, and intending to defraud his creditors, and to secure this chattel real for the benefit of himself and family, fraudulently, and without a sufficient and lawful consideration, made a conveyance thereof to the defendant *William Warner*, in trust, for the separate use of his wife, the defendant *Sarah*, during her life, and after her death to his five infant children, the defendants *Sarah Hanna, Jr. Mary Hanna, Andrew Hanna, John Hanna, and Robert Hanna*; that on the 26th of December, 1818, the defendant *Alexander*, applied for the benefit of the insolvent laws; and these plaintiffs were, on the 11th of February, 1819, appointed his trustees, and so became entitled to all his property, in trust, for the benefit of his creditors; that the defendant *Jacquin*, on the 28th of December, 1819, applied for the benefit of the insolvent law; and the defendants *Hall* and *Tyson*, were appointed his trustees; that both of the liens, or incumbrances, of the defendants *Jacquin* and *Burhing*, have been fully satisfied with money, provided by the defendant *Alexander*; but have been kept on foot the better to conceal his fraud: and that the defendants *Andrew Hanna* and *Frederick G. L. Burhing* do not reside in this state. Whereupon the bill prayed, that the chattel real might be delivered up, and sold for the benefit of the creditors of the defendant *Alexander*, discharged from all incumbrance; that the defendant *Warner*, might account for the rents and profits; and that the plaintiffs might have such other relief as was suited to the nature of their case.

An order of publication was passed, warning the absent defendants to appear and answer on or before the 31st of July, 1821, which was published as directed.

The defendant *Alexander B. Hanna*, on the 2d of December, 1820, put in his separate answer in which he said, that he had conveyed the property to the defendant *Warner*, as stated in the bill, for the purpose of securing to his wife her separate fortune, amounting to about \$5,000, which he had received and agreed to settle on her; that he was then in good and solvent circumstances, and owned effects sufficient to pay all his debts, leaving a very considerable surplus, without the property so conveyed; that he