

court, upon a concatenation of most pregnant circumstances, did set aside a transfer made by debtors in insolvent circumstances, to secure certain favored creditors. In that case, the application for the benefit of the insolvent law followed rapidly upon the transfer, but seventeen days intervening. And this proximity, with the other facts established by the pleadings and evidence, made almost any presumption irrational, but that the parties making the transfer intended to escape from the suits of their injured and justly offended creditors, by a resort to the insolvent laws.

In this case, the circumstances are wholly dissimilar. Two years and more intervened between the transfer and the petition. The debtor did not strip himself of all his property ; and whilst in the case of *Dulaney vs. Hoffman*, the answers did not deny the intent charged in the bill ; leaving, as the Chief Justice said, an impression that it was not answered because it could not, with truth, be denied—in this case the answer does, in express terms, deny the corresponding allegations of this bill.

But conceding that the complainants have, by the proof of circumstances, overthrown the answers, and shown an intent on the part of Edwards to take the benefit of the insolvent laws ; they have only made out one of the grounds, upon which the assignment must be invalidated. It must appear to have been an undue and improper preference, that is, a voluntary one, and not a transfer or assignment made upon the demand or request of the creditor, for security or preferment. *Crawford & Sellman vs. Taylor*, 6 *Gill & Johns.*, 323. I put aside altogether, in considering the voluntary or involuntary character of this assignment, the alleged engagement on the part of Edwards and Dilley to secure Joseph Dilley as their endorser, made, as is contended, when he became such ; because, with regard to these plaintiffs, who are subsequent creditors, I do not think such a secret equity can be enforced. But the proof of Mr. Evans shows, I think very conclusively, that the assignment of the policy was made by Edwards, upon his request and solicitation, he (the witness) acting as the attorney and agent of Dilley ; and whatever may be said with regard to the admissibility of the