declaration and testimony of Eagle, as to his intentions in making the deed, it is outweighed by the other evidence in this cause. The defendants were married in September 1863, and from that time to the date of the deed, they testify there was a continuing promise and purpose by Eagle to make the deed, and that the deed was made for that reason alone. He always owned the land then, or certainly owned it in October, after his marriage, when mortgaged it to Maria Belt, as aforesaid. He might have made the deed to his wife at any time between then and November 1st 1864 when he commenced Merchandizing. Had he then done so, he might have kept his promise to his wife to provide for her without doing prejudice to his creditors. But instead of then executing the deed, he waited, until he had used the property as a basis of credit in his business, and then made the deed, although still engaged in business, with a heavily current indebtedness growing out of his business resting on him then and immediately thereafter. The mind cannot resist the conclusion that no matter what else may have operated on Eagle's mind to make the deed, his chief motive was to place the property where he considered it would be safe from responsibility for the debts of his business then existing and intended to be incurred in the continuous prosecution of his business. The declarations and testimony of the Defendants on this point of intention are outweighed by the facts and circumstances, and other evidence, and do not repel the presumption of fraud arising from all the circumstances of the case.

The Defendants seek to avoid the inference of actual fraudulent intention arising from the circumstances, by showing that the deed was duly recorded, and that the credit being given subsequently, the law presumes it to have been given with a knowledge of the deed and that the creditors could not therefore be thereby defrauded. This notice is a mere presumption of law, and there was no notice in fact to them of the deed, and the creditors resided at a distant place and were lulled into security by the representations of Eagle that he still owned the land, &c. this objection is effectually disposed of by the cases cited in 11 Md. R. 252-1 & 19 Md. R. 175. It is certainly very laudable for a man to make provision for his family, but it is not proper to do so at the expense of Creditors, and thus to appropriate money and property which in good faith and fair dealing, are the only means of paying honest creditors who, if they should be made to lose their claims might be unable to provide for their wives and children and keep them from want.

The Counsel for the Defendants contend, that even if the deed were made by Eagle with a fraudulent intent on his part, the deed cannot be avoided if his wife be innocent of fraud which they claim she is. The case of Freyley vs Freyley 7 Md. R 363, is relied on to sustain this position. Upon a careful examination of that case it will not be found to do so. If this position could be sustained, it would only be necessary for a person in failing circumstances to convey his property to a person non compos mentis, or under the years of discretion, and the settlement, no matter how grossly fraudulent the conduct of the grantor might be, must stand. It is at variance with all the innumerable cases of voluntary settlements on families, which have been, from time to time, set aside by the Courts, although the grantee did not partake of the fraud otherwise than by becoming the beneficiaries under the settlement. A different doctrine does prevail where the grantee is an innocent purchaser for a valuable consideration.

The Counsel for the Defendants contend that the Complainant have their remedy at law, and not in this Court. This is overruled, in all the similar cases decided by the Courts, where deeds have been set aside as fraudulent, the property has been disposed of, and the proceeds applied to the debts under a decree of the Court. Also see 2 H & J. 292, 1 Story Eq. § 1345.