

The bill in this case charges, that at the time of making said conveyance, the said Swan was largely indebted to divers persons, and among others to Charles S. Sewell and Matthew Murray, and that it was made fraudulently, and in furtherance of a conspiracy between the parties thereto, to delay, hinder and defraud the said Sewell and Murray, and the other creditors of the grantor. And this is the question now to be decided by this court.

Baxter and wife answered jointly, but as he professes to have no knowledge of the circumstances charged in the bill, except as derived from his wife, the answer, so far as he professes to speak, need not be adverted to. The questions in issue between the parties, grow out of the answer of Mrs. Baxter. She attempts to support the deed by alleging and attempting to prove that the land was purchased by her father for her, and paid for with her money, acquired from her uncle James Helm, in the mode pointed out in the answer. She repudiates the idea that the deed was simply voluntary in consideration of natural love and affection, and charges, that her father, having received her money, "applied a portion of it towards the purchase of the lands mentioned in the deed," and "that her father at the time of making the purchase, and frequently afterwards, told respondent, that the deed should be given to her for said lands, with which arrangement she was satisfied."

To the evidence offered to support this view of the case, the complainant has excepted, and it appears to me, clear, upon the authorities, that it is inadmissible. The deed, upon its face is voluntary, the nominal consideration of five dollars mentioned in it, being introduced simply to give it the character of a bargain and sale, and the question, therefore, is, whether it is competent to the grantee in this deed, to show by parol, that it was not a voluntary settlement by her father upon her, but, that the land conveyed to her by the deed, was purchased and paid for by her father with her money. The decisions in this state are conclusive to show, that parol proof is inadmissible to vary the consideration stated in deeds, and thereby either to alter their character, or to maintain them when impeached for fraud, by