

showing considerations differing from those mentioned in them. The cases of *Wesley vs. Thomas*, 6 *Har. & Johns.*, 24; *The Union Bank vs. Betts*, 1 *Har. & Gill*, 175; *Wolfe vs. Hawver*, 1 *Gill*, 84; *Cole vs. Albers & Ringe*, 1 *Gill*, 412, and the cases cited therein, place this question beyond all controversy. In the last case, the doctrine of the inadmissibility of parol proof, of a different consideration from that stated in the instrument, was fully maintained, though it was allowed to the party in that case to offer evidence of the same kind of consideration, varying only in amount from that expressed.

I am therefore of opinion, that if this deed of October, 1819, can be maintained at all, it must be as a voluntary settlement by a father upon his daughter, in consideration of natural love and affection.

Authorities of imposing weight are to be found in the books, that any indebtedness at the time of executing such a settlement, will avoid it. That the inference of fraud, thence deducible, is an inference of law, incapable of explanation, and, therefore, that any voluntary conveyance is fraudulent with reference to pre-existing creditors, though the grantor may have abundant means, independent of the property conveyed, to satisfy all his creditors. This doctrine, however, in all its strictness, does not obtain in this state, it being here conclusively settled, "that an indebtedment at the time of the voluntary conveyance, is *prima facie* only, and not conclusive evidence of a fraudulent purpose, even with respect to a prior creditor, and that this presumption may be repelled by proving that the grantor or donor, at the time of the gift, was in prosperous circumstances, possessed of ample means to discharge all his pecuniary obligations, and, that the settlement upon the child was a reasonable provision, according to his or her station and condition in life. *Worthington & Anderson vs. Shipley*, 5 *Gill*, 449. But though the rule is mitigated, still, if the grantor be shown to be indebted at the time of the conveyance, it is, *prima facie*, fraudulent with respect to creditors, and the burden is thrown upon the grantee of establishing the circumstances which shall repel the fraudulent intent. The deed stands con-