

consideration money, and obtained from him an obligation for the conveyance, and that he finally paid the whole amount of \$5,000, and, at or about the time specified, obtained the deed as stated in the bill.

The proceedings show that this parcel of land was purchased by Walter Worthington of Thomas L. Emory, as trustee under a chancery decree on the 2d of June, 1817, for the sum of \$21,967 71, and that he obtained a conveyance therefor from the trustee on the 19th of May, 1821. It may, I think, therefore, be assumed, that the conveyance from Walter Worthington to his son, Samuel, of this land was a voluntary one, founded on natural love and affection, to the extent of the excess of its value over the sum of \$5,000, which the answers allege was paid in money.

The mere fact, that a part of the consideration was paid in money, though it gives to the deed, in legal contemplation, the character of a bargain and sale, cannot be permitted to preclude this Court from looking at the fact disclosed by the answer, that the difference between the sum paid and the value of the property conveyed, was, in fact, a gift founded on the consideration of natural love and affection. If this were not so, then the payment of a comparatively very small sum, say one hundred dollars, would deprive the deed altogether of its voluntary character, and shelter the property from the demands of creditors, though the residue of the consideration was confessedly not valuable.

The answers, it will be observed, state that the son had continued to live with his father after he had attained an age to be useful, and that he had worked for and served him, and a strong effort has been made to prove, upon the authority of the adjudged cases, and in opposition to the complainant's exception, that it is competent to the defendants to support their deed by proof, that these services constituted a part of the consideration upon which it was made, so far, at least, as to repel the presumption of fraud founded upon the proof or admission that the entire moneyed consideration, expressed in the deed, was not paid.