of fraud in such conveyances are the impoverished condition of the donor and his connection with the donee [23]—the absolute or successive transfer

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veyance by its terms operates to hinder, delay, or defraud crditors, or where this is its natural result, the intent to produce this result will be imputed to the parties, and, as to the grantor at least, will be conclusively presumed. Whedbee v. Stewart, 40 Md. 424; Ecker v. McAllister, 45 Md. 309; Schuman v. Peddicord, 50 Md. 560; High Grade Brick Co. v. Amos, 95 Md. 599; McCauley v. Shockey, 105 Md. 645; Freeman v. Pope, L. R. 5 Ch. 538; 9 Eq. 206. (But see *Ex parte* Mercer, 17 Q. B. D. 290; *Ex parte* Holland, (1902) 2 Ch. 360). Nor can a different intent be shown by parol testimony or deduced from surrounding circumstances. Farrow v. Hayes, 51 Md. 498; Lineweaver v. Slagle, 64 Md. 489. Where, however, the act is not fraudulent under the law, the *motive* of the parties, as distinguished from *intent*, is immaterial. Horwitz v. Ellinger, 31 Md. 492; Whedbee v. Stewart, 40 Md. 424; Boyd v. Parker, 43 Md. 201. But see Du Puy v. Terminal Co., 82 Md. 436.

How intent proved.—The intent of the parties must be gathered from their acts, from the deed itself and from the surrounding circumstances. Ecker v. McAllister, 45 Md. 309; Gebhart v. Merfeld, 51 Md. 325; Zimmer v. Miller, 64 Md. 296. A wide latitude is allowed as to the nature and character of the evidence admissible. Not only are the acts and declarations of the parties contemporaneous with the conveyance admissible but also those prior thereto, provided they refer to and are connected with it. Sanborn v. Lang, 41 Md. 107; Cooke v. Cooke, 43 Md. 522; Williams v. Snebley, 92 Md. 14. Cf. Reese v. Reese, 41 Md. 555; Main v. Lynch, 54 Md. 660; Dodge v. Stanhope, 55 Md. 121; Dudley v. Hurst, 67 Md. 44.

Burden of proof.—Where there is nothing on the face of the conveyance indicating fraud, or some illegal or improper attempt condemned by the law, the burden is on the assailant to show either the absence of consideration, or a fraudulent intent of the grantor known to and participated in by the grantee. But when the circumstances surrounding the conveyance are such as to lead to an inference of fraud, especially where the conveyance is between near relatives, the burden of disproving fraud then rests on those maintaining the validity of the transfer. McCauley v. Shockey, 105 Md. 646; Commonwealth Bank v. Kearns, 100 Md. 208; Thompson v. Williams, 100 Md. 199; Wise v. Pfaff, 98 Md. 583; Crooks v. Brydon, 93 Md. 643; Zimmer v. Miller, 64 Md. 296; Ecker v. McAllister, 54 Md. 374; Totten v. Brady, 54 Md. 170; Fuller v. Brewster, 53 Md. 358; Price v. Gover, 40 Md. 109.

This general rule of evidence is, however, reversed where the vendor is declared an insolvent debtor within four months after the conveyance. Code 1911, Art. 47, sec. 24; Smith v. Pattison, 84 Md. 344; Vogler v. Rosenthal, 85 Md. 46.

[23] The fact that the grantor is embarrassed and in failing circumstances is an element to be considered by the court in determining the character of the deed; but it does not render the deed void as to a grantee who takes for value and without knowledge of or participation in the fraudulent in-