Hurn's lessee v. Soper, 6 H. & J. 276, and proof of the same kind of consideration, differing only in amount and the circumstances under which it assumed its existing shape, introduced to repel the idea of fraud.[27] In Baxter v. Sewell, 3 Md. 334, and 2 Md. Ch. Dec. 447, the consideration stated in a deed between father and daughter was natural love and affection and five dollars. The daughter attempted to support the deed, by shewing that the land was purchased for her and with her money. But it was held, that of the two considerations stated natural love and affection was the real and *bona fide*, and the five dollars the feigned consideration, and that under pretence of aiding the latter a new consideration could not be set up to change the former.

In Cole v. Albers & Runge, 1 Gill, 412, the consideration stated was $10,000 in hand paid, the real consideration was advances made and to be made to the extent of $10,000, and the character of the deed, which was thus confessedly on a monied consideration, not being altered or impeached thereby, the evidence was held admissible. So in Cunningham v. Dwyer, 23 Md. 219, where the scrivener had inserted in the deed a consideration of five dollars only, which he assured the parties was in law equivalent to a statement of the real consideration, the latter, which was an indebtedness of the grantor to the grantee to the value of the property, was allowed to be shewn to rebut the idea of fraud. Other similar authorities are collected and commented on in these cases, to which it will therefore be sufficient to refer. But it will be proper to notice the case of Clagett v. Hall, 9 G. & J. 80, where a deed conveyed all the grantor's estate, for the consideration of natural love and affection, to his son. It was attempted to be shewn that the deed was made in trust for the payment of *the grantor's **385** debts; the Court excluded the evidence as against the grantee, but suffered the latter to set up a valuable consideration for the deed, inasmuch as it had not been avoided by disproving the consideration, as in Betts v. Union Bank, nor was any attempt made to engraft on it a new consideration without which it would be void; and see Anderson v. Tydings, 3 Md. Ch. Dec. 167.

In another class of cases, the consideration expressed has been shown or inferred to be false, and the deed consequently avoided, from the inability of the grantee to have paid it, or from its inadequacy in point of fact. In Richards v. Swan, 7 Gill, 368, a guardian, largely in debt to his wards and others, conveyed all his personalty to his daughter in consideration of $7,000, and afterwards all his realty to her in consideration of a like sum, and a few months after took the benefit of the insolvent laws. The daughter denied all fraud and insisted that a real consideration, not of $14,000, but of $7,000 had been paid. But the Court thought that she never did nor could have paid the consideration, and that the conveyance was a scheme to defraud creditors. In McNeal & Worley v. Glenn, 4 Md. 87, a son, to whom his mother had conveyed property of much greater value

[27] This distinction has always been consistently adhered to. Mayfield v. Kilgour, 31 Md. 240; Thompson v. Corrie, 57 Md. 200; Christopher v. Christopher, 64 Md. 585; Diggs v. McCullough, 69 Md. 592. Cf. Smith v. Davis, 49 Md. 487; Mahoney v. Mackubin, 54 Md. 268.