than the considerations expressed, endeavored to make up the amount by alleging an indebtedness of his mother to him for clerk-hire and on account of his distributive share of his father's estate in her hands. But the Court came to the conclusion that the son never had the amount of the expressed consideration, nor could have created an indebtedness of his mother to him as alleged, and his share of his father's estate being greatly less than its supposed equivalent, the property, the transaction was set aside. So in Duvall v. Waters *supra*, the grantor conveyed lands to his son and son-in-law for a consideration of $9,000, for which he took only their bond. The grantees, together with the grantor's other children, lived on the land, and subsisted off it, the grantor remaining in possession and treating it as his own. The Chancellor observed there was no proof that the grantees had paid anything for the land, that they were both poor and had no opportunities for making money, and on these and other grounds treated the deeds as fraudulent; and see Schaeferman v. O'Brien, 28 Md. 564.

Trusts for persons or purposes not named in deed.—A mis-statement as to the grantee, from whom the real consideration proceeds, results ordinarily in an attempt to set up a trust for a person not named in the deed or for a purpose not expressed therein.[28] Thus in Jones v. Slubey, 5 H. & J. 372, a debtor and his wife, being entitled to an estate tail devised to the wife, in order to bar the entail conveyed it to a third party, who conveyed it back to the husband. He, after holding it a year, and still remaining indebted, conveyed it by an absolute deed to his wife's mother. And on a bill to vacate it brought by an existing creditor of the husband, he insisted that it was made in trust for his wife and her children, and that she would not have united in docking the entail but on an agreement that the property should be so conveyed. It was held, however, that parol evidence was not admissible to raise a trust inconsistent with the expressed purpose of the deed, where the facts would not of themselves by implication of law be sufficient for that purpose—and that here the seisin of husband and wife of the estate tail of the wife—their conveyance to bar the entail—the reconveyance to the husband—and his conveyance to a third party, all by absolute deed, did not in construction of law raise such a trust for the wife. So in Birely v. Staley, 5 G. & J. 433, the deed was absolute in its terms, and professed to have been executed for a money consideration paid at the time. The grantees attempted to sustain their title, by shewing that the deed was really made upon secret trust that they should sell the property and provide thereout for payment of *all* the debts of the grantor, a trust which has been repeatedly adjudged to be highly meritorious. But the Court said, that if such were the object of *the instrument, it should have formed part of its contents or been elsewhere reduced to writing. Being upon its face an absolute deed of bargain and sale, and being proved not to have been a *bona fide* conveyance, as such it is covinous and fraudulent as against the complainant and in violation of the Stat. of Eliz.; nor can it be bolstered up by the fact of there having been a secret oral contract between the grantor and grantees, that the property conveyed should be held in trust and sold for the benefit of the grantor. The necessary tendency of such a transaction is covinous and

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[28] See Hoffman v. Gosnell, 75 Md. 577; Williams v. Snebley, 92 Md. 9.