Proximity of time between the conveyance and the actual application for the benefit of the Act is by itself not conclusive, Dulaney v. Hoffman; Malcolm v. Hall; McColgan v. Hopkins *supra*, though in McNeal v. Glenn *supra*, it was treated as a prominent indication of fraud. And it may of course be of great influence in connection with the pecuniary condition of the debtor, his non-payment of his debts, &c., see Waters v. Dashiell, 1 Md. 455. And the indebtedness of the grantor at the time of the conveyance and his non-payment of his debts up to the time of trial, though, without proof of their extent or of his means, of little value, Dietus v. Fuss, 4 Md. 148, may be of great force where the conveyance is voluntary, or the property conveyed is of large amount in comparison with the debt, Glenn v. Grover, 3 Md. 212. And, as the validity of such conveyances depends, even now, in great degree on the intention of the grantor and grantee, their answers, responsive to a bill charging fraud and calling for answers under oath, (or as it seems the evidence of the grantor, Beatty v. Davis *supra*,) will be conclusive, unless overcome by the testimony of two witnesses or one witness with pregnant circumstances, Beatty v. Davis; Hickley v. Farmer's Bank; Glenn v. Grover; Falconer v. Griffith; Malcolm v. Hall *supra;* otherwise, if the bill does not call for an answer under oath, and it is not read at the hearing by the complainant, Dorn v. Kostner, 16 Md. 145. In Brooks v. Thomas *supra*, the denial of the grantee that he was aware of the grantor's insolvency was contradicted by one witness. The pregnant circumstances were found in the close relations between them, and in the circumstance that the grantor had proposed to make an assignment if his creditors would release him, which proposition was known to and had been accepted by the grantee. The Court said that a proposition by a debtor for a composition with his creditors was a most pregnant circumstance.

It has always been held to be a strong evidence of the *bona fides* of such a transaction, as rebutting the presumption that the debtor had in view an application for the benefit of the insolvent laws, that he was at the time endeavoring to adjust his difficulties with the other creditors, and calling on his friends to assist him to go on, and that he gave the preference on the urgent pressure of the preferred creditor, and in compliance with an engagement at the time of contracting the debt (not amounting to an equity against the other creditors, Powles v. Dilley *supra*,) to secure its payment, see Crawford v. Taylor; Hickley v. Farmers' Bank; Malcolm v. Hall; Dulaney v. Hoffman. In Crawford v. Taylor, the security was given for money advanced at a critical point of the debtor's affairs, other debts due the creditor being left unpaid, and the preference was upheld under the circumstances of that case. In Thomsen's appeal in Winn & Ross v. **401** Albert, 15 Md. 268, it was insisted that there was a general *usage amongst merchants in Baltimore, that claims for money lent to a merchant *for short periods, without interest and without security, for the purposes of his business*, should be preferred, but the Court said that there was no such general usage, which *per se* created such a lien or preference on the estate of an insolvent, as should be enforced against the consent of other creditors or in opposition to the principles of the insolvent system.