veyance; that the being at all indebted, raised such a legal presumption of fraud, as could not be repelled by any consideration arising from the amount of the debts, or the extent of the property conveyed, or the circumstances of the party. But, in those cases, other circumstances rendered it unnecessary to take into consideration the value of the property conveyed, in comparison with the then amount of the debts and estate of the grantor, as an evidence that the voluntary conveyance had been made with an intention to defraud creditors. *Skaie* v. *Standish*, 2 *Vern.* 326; *Jones* v. *Marsh*, *Forrest*, 64; *Russel* v. *Hammond*, 1 *Atk.* 13; *Walker* v. *Burrows*, 1 *Atk.* 93; *Stileman* v. *Ashdown*, 2 *Atk.* 481; *Middlecome* v. *Marlow*, 2 *Atk.* 520; *White* v. *Sansom*, 3 *Atk.* 412; *Townshend* v. *Windham*, 2 *Ves.* 10; *Stephens* v. *Olive*, 2 *Bro. C. C.* 90; *Battersbee* v. *Farrington*, 1 *Swan.* 113; *Richardson* v. *Smallwood*, 4 *Cond. Chan. Rep.* 262.

It is laying down the doctrine much too large, to say, on the one hand, that all voluntary conveyances are void, if the grantor be at all indebted at the time; and, on the other, that they are good, if he be not at the time actually insolvent. The true rule, by which the fraudulency or fairness of a voluntary conveyance is to be ascertained, in this respect, is founded on a comparative indebtedness; or, in other words, on the pecuniary ability of the grantor, at that time, to withdraw the amount of the donation from his estate, without the least hazard to his creditors, or in any material degree lessening their then prospects of payment. *Lush* v. *Wilkinson*, 5 *Ves.* 387; *Peigne* v. *Snowden*, 1 *Desau.* 591; *Tunno* v. *Trezevant*, 2 *Desau.* 270.

Where a parent, who was worth at the time seven or eight thousand pounds, and in prosperous circumstances, made a gift to his daughter of a piece of property worth no more than seven hundred pounds, the conveyance, although merely voluntary, and without any valuable consideration, was deemed valid. *Jacks* v. *Tunno*, 3 *Desau.* 1. On *the other hand, where a father, **34**
who had not been legally declared insolvent, but was in embarrassed and sinking circumstances, made a voluntary conveyance of a considerable proportion of his property to his child, it was deemed void against his creditors; *Croft* v. *Townsend*, 3 *Desau.* 231; *Broadfoot* v. *Dyer*, 3 *Mun.* 350; *Chamberlayne* v. *Temple*, 2 *Rand.* 384; and so too, where such a conveyance was made by one not then indebted; but with a view to his becoming indebted, it was deemed fraudulent. *Stileman* v. *Ashdown*, 2 *Atk.* 481; *Richardson* v. *Smallwood*, 4 *Cond. Chan. Rep.* 262. For it has been long settled, that when a man, being greatly indebted to sundry persons, makes a gift to his son, or one of his blood, without consideration, but only of nature, the law intends a trust between them; *Twyne's Case*, 3 *Co.* 81; and this rule is the same both at law and in equity. *Russel* v. *Hammond*, 1 *Atk.* 14. It is this pre-