As to the statement in the answer, that the consideration money of the deed had been paid in stock, the Chancellor said:]

THE CHANCELLOR:

It is the undisputed law in this state, that the receipt in a deed, acknowledging the payment of the consideration money may be contradicted; that it is only *prima facie* proof, and is exposed to be either contradicted or explained by parol evidence; and in this respect constitutes an exception to the general rule, which protects written evidence from the influence of such testimony. *Higden* vs. *Thomas*, 1 *H. & G.*, 139; *Wolfe* vs. *Hauver*, 1 *Gill*, 85.

But, although the receipt in the deed, acknowledging the receipt by the vendor of the consideration, may be disproved by parol, and an action maintained by him, for the purchase money on the production of such proof, still it is insisted, that the opposite party, the vendee, is held to the proof of the consideration expressed; and that he will not be allowed to support the instrument, by setting up a different consideration, repugnant to that expressed.

In the case of the *Union Bank* vs. *Betts*, 1 *Harr. & Gill*, 175, the Court of Appeals decided, that were a deed was impeached for fraud, the party to whom the fraud is imputed will not be permitted to prove any other consideration in support of the instrument.

The consideration offered to be proved in that case, was marriage, and the attempt was to set up marriage as the consideration, in lieu of the money consideration expressed; but this was decided to be inadmissible, the deed being impeached for fraud. The proof, if admitted, would have changed the deed from one of bargain and sale, to a covenant, to stand seized to the use of the grantee. In the case of the Union Bank and Betts, the disproof of the consideration expressed, had rendered the deed fraudulent and void as a bargain and sale, and by admitting the parol proof offered, this void instrument would have been re-established as an instrument of a different character.