

deed stands condemned as fraudulent upon the rights of creditors, unless the facts which may give it validity, are brought before the court by the grantee. Resulting trusts, implied by law, from the manifest intention of the parties, and the nature and justice of the case, are expressly excepted from the operation of the statute of frauds, and the fact of payment may be established by parol proof.

But though it is competent to the party to prove the fact of payment by parol, yet it is indispensably necessary, that it should be made out by plain, direct, and unequivocal evidence.

S. in 1824, purchased certain lands at sheriff's sale, as the property of one J. S., who was then in possession thereof, and exercising acts of ownership over the same, and in 1831, took a deed from the sheriff therefor. In 1839, J. S., took from S., a lease of these lands for 99 years, at the annual rent of \$53. In 1842, after the death of J. S., the defendants, B. and wife, took possession, and denying the title of S., asserted their own under a voluntary conveyance from J. S., to his daughter, the wife of B. executed in 1819. S. died in 1848, having devised the property to the complainant, who, in 1849, filed his bill for the recovery of the rent reserved by the lease, and to vacate the deed, of 1819, as fraudulent and void. **Held—**

That the possession of J. S., from 1839, when the lease was executed, down to 1842, when he died, under the lease from S. cannot be used against him, as J. S. then held as his tenant, and that the period which intervened from that time to 1849, when the bill was filed, was too brief to prevent a successful assertion of the complainant's title, if in other respects it is free from objection.

[The bill was filed by Septimus D. Sewell, of Harford county, on the 20th of August, 1849. It alleges that a certain Joshua Swan, late of Baltimore county, deceased, was in his lifetime seized and possessed of certain lands, lying in the county last aforesaid, which, on the 22d of October, 1819, he conveyed to his daughter, Emily Augusta Swan, now the wife of the defendant, James Baxter. That before and at the time of said conveyance, said Swan was largely indebted unto divers persons, and among others to Charles S. Sewell and Matthew Murray, and that said conveyance was made without any good or valuable consideration, that on its face it purports to be made in consideration of the natural love and affection which the grantor bore to his said daughter, and, in fact, the same was made fraudulently, and with intent and in furtherance of a conspiracy between the parties thereto, to delay, hinder and defraud, the said Sewell & Murray, and other creditors of the grantor. That said Swan, after the execution of said deed, retained possession