

It is not like the cases of *Hurn vs. Soper* and *Betts vs. The Union Bank*, relied upon in the argument, in which it was decided that when a deed purports to be made on a moneyed consideration, it cannot be shown that money did not constitute the consideration, because that would be to change the character of the deed from a bargain and sale to a covenant to stand seized to the use of the grantee, a principle which will be found upon examination to have controlled the decision in *2 Peere Wms.*, 204, referred to by the complainant's counsel. The case is not one of that description. The consideration attempted to be shown here is *ejusdem generis* with that stated in the deed. It is money paid to the use of the party holding the equitable title and at his instance and request, and it is the same thing precisely as if it had been paid to him.

The deed here has not been impeached by showing that the consideration expressed in it was not paid. In point of fact it was paid. But it is urged that it was paid by *Tydings* the husband, and the property conveyed, should, it is insisted, be accessible to the claims of his creditors; and the alleged fraud consists in having the deed executed to his wife, thus putting it out of their reach.

The proof offered, and to which objection is made, is to meet this imputation of fraud. The object is not to change the character of the deed, but to show that the creditors of the husband have no right to complain, because the motive which induced him to direct the deed to be executed to his wife was one which the law allows; that is, to satisfy the claim of one of his creditors.

The principle settled by the Court of Appeals in the case of *Claggett and Hall vs. Hall*, 9 *G. & J.*, 80, appears to me to warrant the introduction of this proof for the purpose for which it is offered. It is there said, that when a deed is charged to be fraudulent, and when the consideration stated in it has not been disproved, evidence of collateral circumstances showing an additional consideration not expressed in the deed, may be received to repel the charge of fraud. The observations of the judge who delivered the opinion of the Court, on