

page 91, seem to be conclusive upon the question. I should therefore think, even if formal exceptions to the admissibility of this proof had been filed according to the Act of Assembly, it would be admissible.

But it is said, and the rule is clear, that to support a deed against the claims of creditors it must not only be founded on a good or valuable consideration, but it must also be *bona fide*: 1 *Story's Eq.*, secs. 353, 369. And it is urged that the deed in this case was made, or procured to be made, with intent to defraud and defeat creditors, and that therefore though a good and adequate consideration may have been paid for it, is void under the statute, and *Twyne's case*, 3 *Coke's Rep.*, 81, and the cases maintaining the same doctrine have been referred to in support of this position.

There is no doubt of the truth of the position, and that a valuable and full consideration will not protect a transaction, if the intent was a fraudulent one. This is clearly shown by the cases cited in sec. 369 in 1 *Story's Eq.*, 363; but when a conveyance or transfer of property rests upon a valuable consideration, it is not open to impeachment unless the party assailing it can show affirmatively that the design was fraudulent. There can be no question to be sure that such design may be exposed by circumstances, and that the party seeking relief against a conveyance need not produce direct evidence of an agreement to defraud the creditors of the grantor. In *Worseley vs. De Mattos*, 1 *Burr.*, 474, 475; and in *Twyne's case*, the deeds were declared void because the grantors were allowed to remain in the possession and use of the property as their own, by means whereof they enjoyed a credit to which they were not entitled and were enabled thereby to deceive and defraud others who dealt with them, because of their possession and enjoyment of the property which had been conveyed. But in the case now before this Court, the credit was given to *Tydings* before the date of the conveyance, and therefore there is no ground for charging collusion between the parties, to deceive third persons by holding out *Tydings* to the world as the owner of the property conveyed: Besides this deed,