

THE CHANCELLOR:

The object of the bill filed in this cause, is to set aside two conveyances, the one from the defendant Grover and others, to the defendant McCalm, dated the 20th of April; and the other dated the 18th of July, 1839, from Grover alone, upon the ground, as to the first deed, that it was made without consideration, and fraudulently to delay, hinder and defraud the creditors of the grantor, Grover, and as to the other, that it was fraudulently made, to delay, hinder, and defraud the creditors of said Grover.

The answer of McCalm, with which alone we are to deal, for that of Grover, even if inconsistent with his, could not be read against him, denies the allegations of the bill, and the simple question is, whether the proof offered by the plaintiff, is sufficient, according to the well and long established law of this court, to overcome the answer?

Some discussion was had at the bar, with reference to the character of that part of the answer, which states how, and in what manner, the consideration set forth in the instruments, was paid. It being insisted upon the one hand, and denied on the other, that the answer, in this respect, is responsive to the bill. The bill alleges, that the deed of the real estate, was made without consideration, and fraudulently, to hinder and delay creditors. The answer denies that it was made without consideration, and fraudulently, and then proceeds to state what the consideration was. Now although so much of the answer as states what the consideration was, may not be strictly responsive (a point not intended to be decided) yet the denial of the allegation of the bill, that there was no consideration, is confessedly responsive, and must be overborne by the requisite evidence or must stand for true.

That a consideration was paid for these conveyances, is most clearly established by the evidence; but still it is said, and such appears to be the established law upon the subject, that though made upon a good or valuable consideration, they will not be permitted to avail, if made *mala fide*. A conveyance, even if for a valuable consideration, is not, under the statute of 13th of