

The object of the bill is to vacate three conveyances executed by Mrs. Ann Watson to the defendants. The two first are dated respectively on the 11th of July and 22d of August, 1843, to Hugh McNeal, the son of the grantor, and the last on the 20th of March, 1845, to Joseph D. Worley. These deeds are assailed as void, under our insolvent system, and as fraudulent and void at common law, and under the statute of Elizabeth.

With regard to those to the son of the grantor, I am satisfied that they cannot be supported against the claims of creditors. I am aware that the answers assert the *bona fides* of these deeds, but the proof, in my judgment, is quite sufficient to overthrow the answers.

The deed of the 11th of July conveys to the grantee, for the consideration of \$404, as therein expressed, a term for years in a house and lot in the city of Baltimore. This property, on the 12th of the preceding month, had been conveyed to the grantor, by Mr. Griffith, for the same consideration; but the grantor, before her conveyance to her son, had put repairs upon it to the amount of \$815 84, as proved by Mr. Earickson, the carpenter by whom this work was done.

Assuming, therefore, that the money consideration expressed in the deed was paid, it was totally inadequate to the value of the property, and would excite strong suspicions of unfairness. To obviate this, the defendant has examined the grantor herself, and she proves, that at the time of the sale to her son, the bill of repairs had not come in, and that she was to pay it, without charging it to her son, for his services, as a salesman in the store, for more than two years.

Now, viewing Mrs. Watson as a competent witness, and I am disposed so to regard her, the question arises whether this proof is admissible in support of the deed? I think it is not. It is clear, upon the authority of the case of *Cole vs. Albers & Runge*, 1 *Gill*, 412, and all the preceding cases on the subject, that if it had been proposed to prove that the entire consideration of the deed had been services rendered the grantor, and that no money had passed, it would have been inadmissible, because