

such evidence, if admitted, would have changed the character of the deed from a bargain and sale to a covenant, to stand seised to the use of the grantee.

But if an entirely different consideration could not be proved, why should it be competent to the party to prop up the deed by proof of a superadded consideration, of a different description from that mentioned in it. As far as it goes, it destroys the character of the deed, and is inconsistent with the consideration expressed upon its face. The proof was received in the case of *Cole vs. Albers & Runge*, because it showed, not a different, but the same kind of consideration, varying only in amount. The consideration expressed in the deed in that case, and that offered to be shown by evidence *dehors*, was money. But in this case, when it is shown that the property conveyed, in its improved condition, was worth two-thirds more than the sum mentioned in the deed, as a circumstance of suspicion, an effort is made to sustain it, by proving an indebtedness on the part of the grantor to the grantee, and that this indebtedness formed a part of the consideration upon which it was executed. This, I think, cannot be done.

The plaintiff certainly has offered evidence strongly tending to show that the money consideration was not, and could not have been paid. It is difficult to suppose, in view of the condition and nature of the employment of the grantee, that he could have had by him this amount of money. Mr. Collins does prove that he saw the grantee pay some money, and "thinks it was something between four and five hundred dollars," but he is not positive. But suppose he was, and knew the precise amount paid, would that prove it to have been the money of the grantee? He was then living with his mother, as she says, in the capacity of clerk in her store, and there would have been no difficulty in performing the ceremony of paying and receiving money. Mrs. Watson had, just one month before, taken a deed from her vendor, Mr. Griffith, to herself. She had put extensive and costly improvements upon the property, the improvements amounting to more than double the sum she paid for it, and then, according to the defendant's ver-