

to secure a favored creditor, and the last to keep the property from being swept away, so that every creditor might get their just share. If the true object was to secure her son, how can it be true that it was the design of the grantor to save the property from those of her creditors who were then pressing, so that each and every creditor should receive his just share? And suspicion of the unfairness of this transaction is deepened by the fact deposed to by Mrs. Watson, that her son, for whose especial security the deed was executed, did not even participate with the other creditors in the advantage of that deed; for she says, in reply to the fifth interrogatory in chief, "that the goods and furniture did not go to the benefit of the said Hugh McNeal. Some of the furniture is there still, in the possession of the witness, but is not worth fifty dollars. Other creditors got the benefit of the goods."

This deed, however, of August, 1843, is obnoxious to other and fatal objections. It professes to have been executed for a moneyed consideration of \$8,750, paid at the time by the grantee to the grantor, and is absolute in its terms. Now it is conceded that no such sum was paid, the proof of Mrs. Watson, in answer to the third interrogatory, being, that the consideration of the deed was \$2,000, which she owed her son from his father's estate. And in reply to the fourth interrogatory, she says, "that witness was married to the father of said McNeal, and his said father died intestate, and left but one child, who is the said Hugh McNeal." "He died about twenty-nine years ago, and no administration was taken out on his estate. He left personal estate worth at least \$2,000, which property witness used."

The deed, then, was not an absolute transfer of the title, as it purports to be, for the sum of \$8,750, paid to the grantor in money, at or about the date of its execution, but was, according to the statement of the witness, a mortgage to secure an old debt of \$2,000, without any solicitation or demand on the part of the grantee for security.

The counsel, in their arguments, differ in regard to the admissibility of the evidence. It being insisted on the part of