

these causes, anything was omitted which should have been inserted. This principle is established by an unbroken current of authority; and it is equally well settled, that when a deed is impeached from fraud, by disproving the consideration expressed in it, a different consideration changing its character cannot be set up. *Betts vs. Union Bank*, 1 H. & G., 186; *Clagett and Hill vs. Hall*, 9 G. & J., 81; *Harris and Chauncey vs. Alcock*, 10 G. & J., 248; *Cole vs. Albers and Runge*, 1 Gill, 412.

In this case, the deeds in question have not been impeached, by disproving the consideration expressed in them, and therefore, according to the doctrine of the case last referred to, it would be competent to offer evidence of the same kind of consideration, differing only in amount, to rebut any imputation of fraud which might be attempted to be cast upon them. But except under such circumstances, and for such purpose, it is in opposition to one of the best-established principles of the law of evidence, to permit the introduction of parol proof, to add to, vary, or change the terms of the written contract. 9 G. & J., 91.

I therefore consider the parol proof offered in this case, in so far as it may affect the construction or legal effect and operation of the deeds, by showing that other considerations than those displayed upon their face, influenced the parties in executing them, as inadmissible, and shall proceed very briefly to examine into their merits, as they depend upon the deeds themselves.

The deed which is referred to as Exhibit A, is a mortgage executed by George H. Smith to Neale and Lockett, of sundry negroes, and other articles of personal property, to secure the payment of \$3,336, due from Smith to the grantees, partly upon judgment, and partly upon drafts, the deed reciting that Neale and Lockett, in consideration of further security, had agreed to suspend executing their judgment, and further reciting that Smith, having paid to them and other persons large amounts of money of the separate estate of his wife, and that it was always intended, as it was just, he should repay