

FRAUDULENT CONVEYANCES.—*Continued.*

- ditors, it will be void, though there may be a valuable consideration. *Grover vs. Grover*, 29.
2. The fraudulent intent must be shown. It is not a thing to be presumed, but must be proved, and by evidence sufficient for the purpose. *Ib.*
 3. The fact, that a part of the consideration of a deed from a father to his son was paid in money, though it gives to the deed, in legal contemplation, the character of a bargain and sale, cannot preclude a Court of Equity from looking to the fact, that the difference between the sum paid and the value of the property conveyed, was, in fact, a gift, founded on the consideration of natural love and affection. *Bullitt vs. Worthington*, 99.
 4. A father conveyed to his son land worth upwards of \$20,000. The deed professed to be for the moneyed consideration of \$12,000, but only \$5,000 was, in fact, paid in money by the son. HELD—
That this was a voluntary conveyance to the extent of the excess of the value of the land over \$5,000. *Ib.*
 5. The services rendered by the son to the father, whilst he lived with him, and during his minority, cannot be set up as a part of the valuable consideration of the deed. *Ib.*
 6. Indebtmnt, at the time of the execution of a voluntary conveyance, from a parent to a child, is *prima facie*, though not conclusive, evidence of a fraudulent purpose with respect to prior creditors. *Ib.*
 7. But this presumption may be repelled by showing that the grantor or donor, at the time of the gift, was in prosperous circumstances, possessed of ample means to discharge all his pecuniary obligations, and that the settlement upon the child was a reasonable provision, according to his or her condition in life. *Ib.*
 8. When the indebtedness of the grantor, and the voluntary character of the deed are established, it is incumbent on the party claiming under the deed to show affirmatively, and by evidence that leaves no reasonable doubt upon the subject, that the grantor did not, by the conveyance, strip himself of the means to pay all his creditors, but that there remains to him abundant resources to satisfy them in full. *Ib.*
 9. If there be a reasonable doubt of the adequacy of his means, or if his property be so circumstanced that delays, difficulties, and expense must be encountered before it can be made available to the prior creditors, the conveyance must fall. *Ib.*
 10. If the remaining property of the grantor is encumbered, and litigation or difficulties must be encountered before the creditors can realize their claims, they are hindered and delayed, and the presumption against the deed, for want of a valuable consideration, will be fatal to it. *Ib.*
 11. Such a deed cannot, however, be impeached, because it may produce inequality among the children of the grantor. *Ib.*
 12. In this case, it being proved that, at the date of the conveyance to the son, the father was in embarrassed circumstances, the residue of his real estate being previously encumbered by mortgage, and the conveyance being voluntary, to the extent of near \$16,000, the Chancellor decreed that it could not be permitted to stand against prior creditors. *Ib.*
 13. A conveyance, though fraudulent as to creditors, is yet good against the grantor and volunteers claiming under him. *Dunnock vs. Dunnock*, 140.