

FRAUDULENT CONVEYANCES.—Continued.

14. At common law, a debtor may secure one creditor to the exclusion of others, either by payment, or a *bona fide* transfer of his property. *Anderson vs. Tydings*, 167.
15. Where a deed was executed upon a moneyed consideration of \$144, which was paid to the grantor, this constitutes it a deed of bargain and sale, and it may be supported, by showing that it was caused to be made by the grantor, in satisfaction of a debt due from him of an amount equivalent to the value of the property conveyed, this being a consideration, *ejusdem generis*, with that stated in the deed. *Ib.*
16. When a deed purports to be made for a moneyed consideration, it cannot be shown that money did not constitute the consideration, because that would be to change the character of the deed from a bargain and sale to a covenant to stand seized to the use of the grantee. *Ib.*
17. When a deed is charged to be fraudulent, and when the consideration stated in it has not been disproved, evidence of collateral circumstances showing an additional consideration not expressed in the deed, may be received to repel the charge of fraud. *Ib.*
18. In this case, a deed was executed to a married woman, for the consideration of \$144, paid to the grantor by the husband. This deed was impeached by the creditors of the husband, on the ground that it was executed in fraud of their rights. HELD—
That it was competent, in order to meet this charge of fraud, to show that the motive which induced the husband to direct the deed to be executed to his wife, was to satisfy the claims of one of his creditors. *Ib.*
19. To support a deed against the claims of creditors, it must not only be founded on a good or valuable consideration, but it must also be *bona fide*; but when founded on a valuable consideration, the party assailing it must show affirmatively that the design was fraudulent. *Ib.*
20. But a party seeking relief against such a conveyance, need not produce direct evidence of an agreement to defraud the creditors of the grantor; he may prove the fraudulent design by circumstances. *Ib.*
21. A father married his step-daughter on the 26th of February, 1825, and on the 23d of March following, she conveyed to her supposed husband all her property of every description, being a large amount, for a nominal consideration, acknowledging the deed as a *feme sole*, and was described as, H. A. M. "otherwise called" H. A. B. (her maiden name). On the day following, she united with her husband in a deed of the same property to a third person, who on the next day reconveyed to the husband. HELD—
That these deeds were fraudulent and void. *McClellan vs. Kennedy*, 234.
22. A deed for the consideration of \$404, expressed upon its face, was attacked by the creditors of the grantor as fraudulent as against them, and it was shown, as a circumstance exciting suspicion of unfairness, that this consideration was totally inadequate to the value of the property. HELD—
That it was not competent for the grantor to prop up the deed by proof of an indebtedness to the grantee for services rendered as a clerk: such superadded consideration, as far as it goes, destroys the cha-