

FRAUDULENT CONVEYANCES.—*Continued.*

- racter of the deed, and is inconsistent with the consideration expressed upon its face. *Glenn vs. McNeal & Worley*, 349.
23. Such evidence, if admitted, would change the character of the deed from a bargain and sale to a covenant to stand seized to the use of the grantee; but proof of the same kind of consideration, varying only in amount, is admissible. *Ib.*
 24. The grantee in a deed absolute upon its face, and professing to be for a moneyed consideration paid at the time, cannot, when such deed is impeached by the creditors of the grantor, show by parol that it was intended to be and was given as a mortgage to secure an old debt of more than twenty years' standing. *Ib.*
 25. A deed to be good under the statute of Elizabeth, as against creditors, must be made *both* upon a valuable consideration and *bona fide*; if the intent be to defeat or defraud creditors, it is void, though the consideration may not only be valuable but adequate. *Ib.*
 26. A conveyance to a creditor, executed two days before the grantor applied for the benefit of the insolvent laws, when she had stripped herself of all her property, and her creditors were numerous and pressing, is void under the insolvent system. *Ib.*
 27. A conveyance is void, as against creditors, under the statute of Elizabeth, unless it be made upon a good consideration and *bona fide*. *Brinton vs. Hook*, 477.
 28. A voluntary conveyance made by a grantor, not indebted at the time, cannot be impeached by subsequent creditors upon the mere ground of its being voluntary. *Ib.*
 29. But, if such conveyance was made with a fraudulent intent, and with a view to future debts, it may be successfully assailed by subsequent creditors. *Ib.*
 30. A *post nuptial* settlement by the husband upon the wife is good as to subsequent creditors, provided there be no fraudulent intent, and if it be not made with a view to future debts. *Ib.*
 31. A grantor conveyed nearly all his property *in trust*, 1st. For the use of the grantor and his wife during their joint lives, with power to them jointly to dispose of it absolutely; 2d. In case he survived his wife, he was to dispose of it at pleasure; 3d. Whether he survived her or not, then to such persons as he by will may appoint, and in case of failure of such appointment, then to his heirs-at-law. HELD—
That this deed is fraudulent and void against the creditors of the grantor, both existing and subsequent, because of the trusts in it in his favor. *Ib.*

See HUSBAND & WIFE, 8, 9, 10.

INSOLVENT DEBTOR, 1, 2.

GENERAL RELIEF.

See PRACTICE IN CHANCERY, 27, 28, 42.

GIFTS.

See DONATIO MORTIS CAUSA.

GUARDIAN AND WARD.

1. Accounts of a guardian, passed by the Orphans' Court, admitting an indebtedness to his ward, are *prima facie* evidence of such indebtedness