ALEXANDER C. BULLETT AND OTHERS,
vs.
SAMUEL WORTHINGTON, AND
WALTER WORTHINGTON.

DECEMBER TERM, 1851.

[FRAUDULENT CONVEYANCES.]

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.

A father conveyed to his son land worth upwards of $20,000. The deed professed to be for the monied 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.

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.

A father is entitled to the services of his son during the latter's minority, even though he does not live with him, and can maintain an action for such services, unless he has, by some act of his own, divested himself of his control over his son.

Indebtment, 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.

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.

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.

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.

If the remaining property of the grantor is encumbered, and litigation or difficulties must be encountered before the creditors can realize their