

claims, they are hindered and delayed, and the presumption against the deed, for want of a valuable consideration, will be fatal to it.

Such a deed cannot, however, be impeached, because it may produce inequality among the children of the grantor.

Where there is a parol agreement respecting the purchase of lands, and a bond of conveyance is subsequently executed, this merges and extinguishes all previous agreements resting in parol.

A cross-interrogatory by the plaintiff, after referring to the previous statement of the witness, that he had given a bond of conveyance to the son, asked, "when he gave it, and in whose possession it is at this time?" In reply, the witness says, "he does not know; the bond will speak for itself; that it was and supposes now is, in possession of his son's counsel."

HELD—

That this did not prevent the plaintiff from excepting to parol proof of the date and contents of the bond, and that such exception should be sustained.

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 incumbered 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.

[The facts of this case are sufficiently stated in the opinion of the Chancellor.]

THE CHANCELLOR :

After having listened, with great attention, to a very full and able discussion at the bar of the several questions of law and of fact which arise in this case, I have bestowed upon them the most careful consideration of which I am capable.

The cause is an important one, not only with reference to the amount of property involved in the decision, but the questions to be decided give additional interest to it, and I have, therefore, omitted no examination, and spared no pains to arrive at a correct conclusion, according to the best of my judgment.

The object of the bill is to vacate three deeds, executed by Walter Worthington, the father, to Samuel Worthington, the son, dated respectively on the 28th of March, 1825, and the 16th of June, 1825, and the 8th of September, 1826. The two first of these deeds are for a tract of land called