

SAMUEL B. ANDERSON AND OTHERS,  
 vs.  
 ROGER TYDINGS AND OTHERS.

} SEPTEMBER TERM, 1852.

[FRAUDULENT CONVEYANCES, VACATING OF, ETC.]

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.

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.

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.

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.

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.

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.

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.

[The bill in this case was filed by the creditors of Roger Tydings, to vacate a deed executed by Thomas R. Beard, and wife, to Mary Ann Tydings, wife of the said Roger, as fraudulent as against them. The deed is dated the 8th of January, 1848, and purports to be for the moneyed consideration of \$144.