fraudulent and covinous as against creditors.

If the jury find the facts set forth in the first prayer and further find that at the time of the contract in 1847 as therein stated it was also understood and agreed between the said parties James Grimes and his son William H. the defendant that the said James should remain in possession of the premises concurrently with the said William H. and that he did so remain until sometime in the year 1854 when he left the farm and removed to the City of Baltimore then such continuation of possession is a circumstance in this case which the jury may consider in estimating the bona fides of the contract and subsequent deed.

If the jury find from the evidence that on the 1st of April 1843 James Grimes executed and delivered to Andrew Reutch a mortgage of the lands sued for in this case, and that at the time of the execution thereof the said James was seized in fee thereof, and that such mortgage was made to secure the payment of $5000 due from Grimes to Reutch on a note, and shall also find that such note was afterwards transferred by the said Reutch to one Marchand Swingly and by the said Swingly to a certain Jacob Giery and others, and that the said Giery and others assignees of the said note afterwards brought suit on the said note and recovered judgment therefor against him, and shall also find, that after the rendition of said judgment, the said James Grimes contracted with his son William H. Grimes the defendant, to convey to him the same lands mentioned in the said mortgage in consideration of the defendants paying off the debts of the said James, and shall also further find that the said William did afterwards and in pursuance of said agreement pay off the said judgment against the said James by means whereof the said mortgage and judgment debt was paid off and discharged then the said mortgage is not outstanding and unsatisfied, but is extinguished and the defendant cannot set up the said mortgage in this case for the purpose of showing an outstanding title.

If the jury find from the evidence the facts set forth in the 4th prayer

and also the facts set forth in the first prayer and shall further find that the assignment of the mortgage of the 1st of April 1843, was taken in aid of and to support the said deed of 13th of August 1851, or for the purpose of maintaining the defendants title to the premises and lands in controversy in case the said deed of 31st August 1851 should be attacked and impeached for fraud or declared void then such assignment was taken for a purpose covinous and fraudulent and neither the assignment or mortgage is available to the defendant in showing title in him to the lands in controversy

If the jury find that at the time of the execution of the deed of the 13th August 1851 James Grimes the grantor therein was indebted to sundry persons among others to Abraham Luter and that the plaintiffs are the heirs at law of said Abraham and further find that the said deed was made and executed by both parties thereto with the end purpose and intent to hinder delay or defraud the creditors of the said Grimes then existing then the said deed is void, and if they further find that on the 13th of August 1851 the said Luter was endorser for the said Grimes then the said Luter was one of the creditors of Grimes

If the jury find that in 1847 James Grimes was seized of the premises sued for in this case, and was in possession thereof and had been so seized and possessed for many years before that time, and shall also find that the defendant William H. Grimes his son also lived on the same farm with his father from the year 1841 or 1842 and that in the year 1847 the said James and his son William H. entered into a verbal agreement that the said William should be the purchaser and owner of the said farm and should in consideration thereof pay off certain debts of the said James, and shall also find that the said James Grimes notwithstanding such contract and sale still continued as before in possession of the farm and premises and there was no public change of possession or relations of the contracting parties to the farm, but that the said James as holding himself out as the owner of the said farm