was paid. It being insisted upon the one hand and denied on the other that the answer in this respect is responsive to the bill. The Bill alleges that the deed of the real Estate was made without Consideration and fraudulently to hinder and delay creditors, The answer denies that it was made without Consideration and fraudulently and then proceeds to State what the Consideration was. Now although so much of the answer as states what the Consideration was may not be strictly responsive (a point not intended to be decided) yet the denial of the allegation of the bill that there was no Consideration is confessedly responsive and must be overborne by the requisite evidence or must stand for true.

That a Consideration was paid for these Conveyances is most clearly established by the evidence but still it is said and such appears to be the established law upon the subject that though made upon a good or valuable Consideration they will not be permitted to avail if made mala fide.

A Conveyance then if for a valuable Consideration is not under the Statute of 13th of Elizabeth, valid in point of law from that circumstance alone, It must also be bona fide, for if it be with intent to defraud or defeat creditors it will be void though there may be a valuable Consideration.

This doctrine was laid down in Twyne's case 3 Co Rep 81 and as Mr Justice Story says has been since steadily adhered to 1 Story Eq. Jurisdiction Section 369.

But though a deed made upon a valuable Consideration may be successfully impeached, if shown to be made to defraud or defeat creditors it is of course indispensibly necessary that the fraudulent intent should be shown. It is not a thing to be presumed but must be proved and by evidence sufficient for the purpose. Now in this case I am not satisfied of the existence of the fraudulent intent. The statement of Grover upon his application for the benefit of the insolvent laws being accepted to, is clearly inadmissible as evidence agt. his Co defendant McColm and even if admissible could not for the purpose for which it was offered avail the plaintiff against the direct and positive evidence of Mr Mazer who proves conclusively that the said defendant could not have had any connexion with or knowledge thereof. Circumstances here are relied upon and those circumstances when ingeniously and skilfully combined may be made to wear the appearance of suspicion but I do not find in them that degree of conclusiveness which in my opinion should induce a Court of Equity to take from a purchaser property for which he paid a valuable Consideration. The agreement for a reconveyance upon receiving from the Grantor the amount advanced for and due by him to the defendant McColm is denied and not proved and therefore is not necessary to consider what would be the effect of such an agreement if proved or admitted, I cannot upon this record bring myself to think that McColm in taking these conveyances was influenced by a desire to defraud or defeat the creditors

of Grover. He had a perfect right upon common law principles and apart from our insolvent laws to secure himself and with respect to the real Estate there appears in the case reasons of special weight entitling him to take security. The bill I am of opinion must be dismissed but in as much as I think it was not brought without some plausible grounds and as perhaps it was the duty of the plaintiff in his character of trustee to file it Costs will not be allowed.

July 24th 1850. John Johnson Chr.

John Glenn Trustee of Charles Grover &c. vs Charles Grover and Matthew McColm	In Chancery July Term 1850 This case standing ready for hearing and being submitted the Counsel for the parties were heard and the proceedings read and considered.

It is thereupon on this 24th day of July in the year 1850 by John Johnson Chancellor and by the Authority of this Court for the reasons stated adjudged ordered and decreed that the bill of Complaint filed in this cause be and the same is hereby dismissed But it is further adjudged ordered and decreed that neither of the parties shall recover costs as against the other

John Johnson Chr.

And afterwards to wit on the 16th day of September 1850. Came the said Complainant by his Solicitor J. Freckle Wallis Esquire and filed in the said cause an order for an Appeal from the said Decree to the next Court of Appeals to be holden for the Western Shore of Maryland in the words following to wit

Glenn Trustee of Grover vs Grover and McColm	In Chancery Mr Gassaway Please enter an appeal in this case from the decree of the Chancellor dismissing the bill of the Complainant and send up the record

Sept. 14th 1850 J. Freckle Wallis Solr. for Compt.

Which said Appeal was granted and the proceedings ordered to be transmitted and the same are hereby transmitted accordingly

Maryland, Set.

I hereby certify that the aforegoing is a true Copy from the original proceedings in the said cause now remaining in the Court of Chancery of the said State,

In Testimony whereof I have hereunto set my hand and affixed the Great Seal of the said State this eighth day of November in the year of our Lord one thousand eight hundred and fifty.

(Seal) Louis Gassaway
Reg Cur Can

Complts Costs	$152.35
Defts Costs	24.80

And now come into the Court of Appeals here as well the said John Glenn Trustee of Charles Grover by J. Freckle Wallis & Thos G. Pratt Esqrs his attorneys, as the said Charles Grover & Matthew McColm by John Nelson & C. F. Mayer Esqrs their attorneys and thereupon, on motion of the said Charles Grover & Matthew McColm by their attorneys aforesaid