State vs Worthington and Anderson vs Shipley 5 Gill 449. Also indebtment at the time of the Voluntary Conveyance is prima facie only, and not conclusive Evidence of a fraudulent purpose even in the respect to a prior Creditor; and this presumption may be repelled by proving that the grantor or donor at the time of the gift was in possession circumstances and possessed of ample means to discharge all his pecuniary obligations, and that the Settlement was a reasonable provision. Chancellor Johnson in Sewell vs Baxter and Wife 2 Md Ch Decs 135 says in reference to this Rule as Law laid down in the above case. Though the rule is mitigated that if the grantor be shown to be indebted at the time of the conveyance, it is prima facie fraudulent with respect to Creditors and burden is thrown upon the grantee of establishing the circumstances which will repel the fraudulent intent the deed stands attacked as fraudulent upon the rights of Creditors, unless the Facts which may good & validate may be brought before the Court by the grantee. And in that case he says The question is does the Record shows to Evidence that at the time of making this Voluntary conveyance the grantor was in prosperous circumstances possessed of adequate Means to discharge his engagements and that the Settlement was a reasonable one. In Atkinson vs Phillips 1 Md Ch Decs 348 which preceded the case last cited the Chancellor reviewed the principal American decisions, and applying the principles deduced from them to the case before him says My opinion therefore is that this deed is void under the Statute of Elizabeth being purely Voluntary, having been made by a party shown to have been largely indebted at the time, and the parties claiming under it having failed to show other property, and by the grantor sufficient to pay his debts. Md Ch The parties claiming under the deed are required to show that the grantor did not disable himself, and that sufficient funds remained to satisfy the claims of his creditors. And in the latter case of Ducatt vs Worthington 3 Md Ch Decs 105 his language is "Before the proof is examined I consider it proper to

say that the party who sets up a Voluntary conveyance in opposition to the claims of pre existing Creditors is required to show by Evidence which leaves no reasonable doubt on the subject that the means of the grantee independent of the property conveyed are abundantly ample to satisfy them. If there be a reasonable doubt of the adequacy of his means or of his property to his circumstances that delays difficulties and expense must be encountered before it can be made available to his creditors then as I conceive the Voluntary conveyance must fail because it has the effect to delay and hinder his Creditors" And he concludes by quoting the Language of the Court of Appeals in the case just above referred to "A Voluntary conveyance if the grantor was in prosperous circumstances unembarrassed and not considerably indebted, and the gift is a reasonable provision comprehending but a small portion of his Estate, and leaving ample funds unincumbered for the payment of the grantors debts then such conveyance will be valid against debts existing at the time. The above citations show distinctly what is the Law in regard to the rights and privileges of pre existing Creditors of a grantor as against a Voluntary deed made by him. Whatever may be required of subsequent Creditors, who seek to set aside such a deed I deem it unnecessary to say any thing more in this case then that it is perfectly well settled that where such a deed is set aside by prior Creditors the vacating of the conveyance will enure to the benefit of the subsequent class. The Law as thus stated is expressed in the Language of the Court of Appeals of this State in Waters vs Dashiell 1 Md Rep 470. "When a deed is declared fraud in fact, at the instance of Creditors who were such at the date of the deed, subsequent Creditors have been allowed to come in and participate in the funds" 2 Md Rand 35 1 Md Ch Dec 361, 2 Gill and Collier Md R 172. The elements of proof then in such a case as this are a Voluntary deed. The deed in this case with its Trusts is manifestly of that character indebtedness of the grantor at the date of the deed. Mr Clark owed large sums of money at the time