

Green made a voluntary conveyance of his interest in the property in question to his wife, Louise Green, shortly before he signed a note of indebtedness to General Battery Corporation for Ten Thousand and No/100ths (\$10,000.00) Dollars in August of 1980. The evidence also establishes that Earl Green was already indebted to General Battery Corporation on a promissory note signed on August 30, 1973. The Defendant Earl Green also admitted during the course of direct examination that he had insufficient property with which to fully pay the indebtedness which was due under either of the above-noted promissory notes after the conveyances to his wife.

*W. J. M.*  
As a matter of general law, a conveyance will stand where there is no actual intent to defraud only where the grantor reserves a sufficient amount of property to pay his creditors in full. Gardner v. Kirven, supra. If the grantor is indebted at the time of the transfer and the event proves that it was necessary to resort to the property attempted to be conveyed away by voluntary deed for the purpose of paying such indebtedness, the voluntary conveyance will be set aside, and the property subjected to the payment of such indebtedness on the ground that it would otherwise operate as a legal fraud upon the rights of the creditors, even though it might be perfectly clear that the transaction was free from any trace or mark of fraud. Id.; Penning v. Reid, 167 S.C. 263, 166 S.E. 139 (1932).

Moreover, Louise Green, the transferee of the property from