

\$12,000, of which only \$5,000 was in part paid; the Court said that the payment of a monied consideration gave the deed the character of a bargain and sale, but a deed valid between the parties may be assailed in chancery by creditors, solely upon the ground of inadequacy of consideration, as if land be sold at private sale, and a money consideration received therefor palpably less than its real value, or what it would bring at public sale in the market. Under such circumstances equity regards the transaction as evidence either of fraud, or of a design on the part of the grantor to make a gift to the grantee of the difference between the price paid and the actual value of the property, and if the latter, the deed to the extent of the difference must be regarded as voluntary. . . . If therefore, at the time of the execution of the deed, the grantor had creditors who would be delayed, hindered and exposed to difficulty and expense in collecting their debts by reason of the deed, even though the grantor were not insolvent, still, so far as it was voluntary or rested upon the consideration of natural love and affection, it would be void. And see *Williams v. Banks supra*. In *Shears v. Rogers*, 3 B. & Ad. 362, it seems to have been assumed, that a party must be in insolvent circumstances to render a conveyance fraudulent, but *Littledale J.* said that the question of insolvency was to be determined, not only by taking an account of his debts and credits and striking a balance, but also by looking at his conduct, and the general state of his affairs.

**Husband and wife.**<sup>32</sup>—As between husband and wife, post-nuptial set-

<sup>32</sup> **Conveyances from husband to wife.**—The Statute of Elizabeth can hardly be said to apply to direct conveyances from husband to wife, because the husband could not, either under this Statute or at common law, convey property directly to his wife. *Milholland v. Tiffany*, 64 Md. 458.

Our Code of 1860, however, (Art. 45, sec. 1), recognized the right of a husband to convey directly to his wife in providing that no acquisition of property passing from him to her after coverture should be valid if in prejudice of the rights of his subsisting creditors. This was amended by the Act of 1892, ch. 267, which required creditors to assert their claims within three years after the acquisition, or be absolutely barred. Code 1911, Art. 45, sec. 1. As to insurance policies, see Code 1911, Art. 45, sec. 8 *et seq.*; *Elliott v. Bryan*, 64 Md. 368; *Earnshaw v. Stewart*, 64 Md. 513. Cf. *Central Bank v. Hume*, 128 U. S. 195; *In re Mouat*, (1899) 1 Ch. 831.

**Where conveyance voluntary.**—A voluntary conveyance, while good against the husband and those claiming under him, is void as to his subsisting creditors who are prejudiced thereby. *Myers v. King*, 42 Md. 65; *Plummer v. Jarman*, 44 Md. 632; *Hull v. Deering*, 80 Md. 424. This is so without reference to the actual intent of the husband and *a fortiori* the wife's knowledge of any fraudulent intent on his part in making the conveyance to her is also immaterial. *Meyers v. King*, 42 Md. 65; *Plummer v. Jarman*, 44 Md. 632; *Fladung v. Rose*, 58 Md. 13; *Goodman v. Wine-land*, 61 Md. 449; *Bayne v. State*, 62 Md. 100; *Rickards v. Rickards*, 98 Md. 145.