

1 H. & G. 292; and a post-nuptial settlement is also good against general creditors where the consideration moves from the wife, and the use is expressed in the settlement, but not where the trust is secret ³³ as in Jones v. Slubey *supra*, and see Wylie v. Basil, 4 Md. Ch. Dec. 327; Edelin v. Edelin, 11 Md. 420; Kuhn v. Stansfield, 28 Md. 210. And such a settlement is void if not intended chiefly for the benefit of the wife, or if there be trusts in it in favour of the husband, as in Brinton v. Hook, 4 Md. Ch. Dec. 477; see French v. French, 6 De G. M. & G. 95.³⁴ In such voluntary settlements,

48 Md. 439; Sabel v. Slingluff, 52 Md. 132; Luckemeyer v. Seltz, 61 Md. 325; Grover Co. v. Radcliffe, 63 Md. 497. Her mere expectation of re-payment is not sufficient. Levi v. Rothschild, 69 Md. 348. So, formerly, where the property appropriated by him was property to which under the law he was absolutely entitled, even an express promise, being without consideration, was not sufficient. Bayne v. State, 62 Md. 100; Farmers Bank v. Jenkins, 65 Md. 245.

But a wife to whom transfers are made by her husband in lieu of her potential right of dower is a purchaser for a valuable consideration, though creditors of the husband may question the reasonableness of the amount of the property so conveyed. Duttera v. Babylon, 83 Md. 536; Reiff v. Horst, 55 Md. 42.

Burden on wife to show consideration.—When property is transferred from an insolvent debtor to his wife, or when property is purchased by the wife during the coverture, then in a contest between the wife and creditors of the husband the burden is upon her to establish that the conveyance was made to her upon a valuable consideration paid out of her own estate. Hinkle v. Wilson, 53 Md. 287; Levi v. Rothschild, 69 Md. 348; Nicholson v. Condon, 71 Md. 620; Manning v. Carruthers, 83 Md. 6; Stockslager v. Mechanics' Inst., 87 Md. 232. The consideration stated in such a conveyance is, indeed, to be taken as *prima facie* true, but to constitute a valuable consideration as against subsisting creditors of the husband the consideration thus recited must be such as evidences an obligation on the part of the husband enforceable against him,—otherwise it cannot be regarded as a valuable consideration. Stockslager v. Mechanics' Inst., 87 Md. 238; Grover Co. v. Radcliffe, 63 Md. 496; Mayfield v. Kilgour, 31 Md. 240.

Purchasers from wife.—Hence the rule formerly was that a purchaser from the wife was chargeable with knowledge of the infirmity of the wife's title appearing on the face of the deed to her, as in the case of a voluntary conveyance; *contra* in the case of a deed valid and without suspicion on its face. Green v. Early, 39 Md. 223; Farmers Bank v. Brooke, 40 Md. 249; Milholland v. Tiffany, 64 Md. 455; Nicholson v. Condon, 71 Md. 620; Seldner v. McCreery, 75 Md. 295. But this rule has been changed by the Act of 1892, ch. 586, (Code 1911, Art. 45, sec 2), under which purchasers from a married woman occupy the same position as purchasers from any other person.

³³ See Plummer v. Jarman, 44 Md. 632.

³⁴ Cf. Green v. Paterson, 32 Ch. D. 95; Ideal Co. v. Holland, (1907) 2 Ch. 157.