

1843, ch. 109, the legislature formally re-enacted all laws relating to insolvent debtors, "which were in force at the passing of the late Bankrupt Act of the United States," (Act of Congress, 19 Aug. 1841,) from which it would seem that that Act operated as a repeal of them. However, the decisions of our Courts on the subject of fraudulent preferences under the Insolvent laws may be of some interest and utility, as affecting the interpretation of similar provisions in the Bankrupt Act. As before observed, the later Insolvent laws expressly saved assignments for the benefit of creditors generally, though containing preferences and exacting releases.

In the early case of *Manro v. Gittings*, 1 H. & J. 492, a conveyance to particular creditors by debtors in insolvent circumstances, and in view of an application for the benefit of the Insolvent laws, was held an undue and improper preference under the Act of 1800, ch. 44, and declared void, and see the Act of April 1787, ch. 34, sec. 10. But the Act of 1800, ch. 44, was soon superseded by other legislation of a more general character, which sought to prevent frauds and undue preferences, sometimes by depriving the guilty insolvents of the relief they sought without affecting the right of the preferred creditor, and sometimes, conversely, by avoiding the instrument which contained the preference without debarring the debtor of the benefit of a discharge. Thus under the Acts of 1805, ch. 110, sec. 9, and 1807, ch. 55, a deed preferring a creditor was not rendered inoperative, the insolvent being only excluded from the benefit of these Acts, *Owings v. Nicholson*, 4 H. & J. 66; and see *Hickley v. Farmers' Bank*, 5 G. & J. 377. The Act of 1812, ch. 77, sec. 1, however declared, that any deed, conveyance, transfer, assignment, or delivery of any property, real, personal, or mixed, or of any debts, rights, or claims to any creditor or security, made by any person with a view or under the expectation of becoming an insolvent debtor, and with an intent thereby to give an undue and improper preference to such creditor or security, should be absolutely null and void, and the title to such property, &c. should vest in the insolvent trustee. The Act of 1816, ch. 221, sec. 6, providing a local system for Baltimore County and City, is in the same terms, but contains a proviso that no insolvent should be debarred of the benefit of the Act on account of such conveyances. These Acts did not extend to judgments confessed by the debtor, *Hickley v. Farmers' Bank supra*, and by the Act of 1827, ch. 70, sec. 7, a voluntary confession of any judgment by a debtor, with a view or under the expectation of being or becoming an insolvent debtor, is declared an undue and improper preference, but Baltimore County and City are excepted from its operation, though such confessions of judgments are declared undue and improper preferences as to Baltimore County and City, and avoided by the Act of 1830, ch. 65, and see 1831, ch. 316, sec. 5. But none of these laws, though avoiding many acts done by an insolvent, in terms included an actual payment of money *bona fide* due by him, *Stewart v. Union Bank*, 7 Gill, 439. Accordingly, by the Act of 1834, ch. 293, sec. 1, which however only affected Baltimore County and City, *Cole v. Albers*, 1 Gill, 412, it was enacted that all conveyances, sales, deliveries, *payments*, conversions, or dispositions of property or estate, real, &c., debts, rights, or claims, or confessions of judgment