

so *bona fide* and with no design of defrauding her of her just claims on him and his estate; and in that case, though the grantor was clearly guilty of a fraud, the deed was not avoided as to the innocent grantee; and see *Faringer v. Ramsey*, 2 Md. 365. So in *Hays v. Henry*, 1 Md. Ch. Dec. 337, and *Dunnoek v. Dunnoek*, 3 Md. Ch. Dec. 140, the Chancellor held that, if a conveyance by the husband were a mere device to deprive his widow at his death of his personalty, it would not be good against her. And, on the other hand, it was held in *Cole v. O'Neil*, 4 Md. 107; 3 Md. Ch. Dec. 174, that a voluntary conveyance by a woman in contemplation of marriage is void as to the husband from whom it was concealed, or who had no notice of it up to the moment of the intended marriage,<sup>67</sup> but constructive notice, by enrolment of the deed, is sufficient to affect the husband; and the Chancellor there further held, that the protection which equity gives to the separate estate of the wife extends through any subsequent coverture, though a second or future husband be not named by the settlor, the principle being that a person, marrying a woman with property so circumstanced, is considered as adopting it in the state in which he finds it, and bound in equity not to disturb it.

**Creditor as party to fraud.**—In *Roberts v. Gibson's Ex'r.*, 6 H. & J. 116, the creditor impeaching the deed had been an active party in the fraud, and not being an innocent creditor he was held not entitled to the benefit of the Statute, and it has been repeatedly held that fraudulent conveyances of lands are good between the parties. *Freeman v. Sedwick*, 6 Gill, 28, was a case where a fraudulent grantor claimed relief against the effect of his deed; in *Stewart v. Iglehart supra*, he resisted, as defendant, the claim of his grantee, and in both cases it was held that he could not rely on his own fraud; and see *Doe v. Roberts*, 2 B. & A. 367. In *Cushwa v. Cushwa*, 5 Md. 44, the Court said such a deed was good against the parties or their heirs at law: in *Haines v. Haines*, 6 Md. 435, a voluntary agreement by a father to convey lands to his daughter and \* her husband, of which he put them in possession, was considered sufficient to defeat the application of his other heirs for a partition of this part of his property after his death, see *Shepperd v. Bevin*, 9 Gill, 32; and in *Kinne-  
405*mon v. Miller, 2 Md. Ch. Dec. 407, a bill by the administrator of a deceased grantor to set aside a voluntary conveyance to his wife and children, as in fraud of creditors, was held not to lie.

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<sup>67</sup> The same principle is applicable to similar conveyances by a man in contemplation of marriage. In *Collins v. Collins*, 98 Md. 473, a man twenty days before his marriage made a voluntary conveyance of all of his property, reserving a life interest to himself, for the purpose of defeating the marital rights of his intended wife. The conveyance was made without her knowledge but no actual misrepresentation was made to her. It was held that the deed was a fraud on the wife and could be vacated in equity. The court, however, expressly states that the validity of a conveyance which embraces *only a part* of the husband's estate, or which makes provision *out of* his estate for children by a former marriage, is left open for future consideration.