

II. Fraudulent Conveyances made to deceive Purchasers, shall be void. Moor. 602, pl. 833; 615, pl. 843. 1 Roll. 167. Lane, 47. Bridgm. 22. Golsb. 8, pl. 11. 3 Co. 80. 5 Co. 60. 6 Co. 72. 11 Co. 74. Cro. El. 44. Cro. Jac. 158. Cok. 677. Hob. 166.

III. The Penalty of the Parties to fraudulent Conveyances, who do avow the same.

IV. Conveyances made upon good Considerations, and *bona fide*. Golsb. 118, pl. 2. 2 Roll. 305. 3 Co. 83.

V. Lands first conveyed with Condition of Revocation, or Alteration, and after sold for Money, or other good Consideration. Cro. Jac. 180.

VI. Mortgages lawfully made.

XI. Assurance of Lands defeated, and the Party in Possession at the Time of the Statute.

\*This Statute particularly addresses itself to the protection of 417 purchasers of the specific estate, the conveyance of which is impeached as fraudulent. It is settled that it does not apply to dispositions of personalty, *Bohn v. Headley*, 7 H. & J. 258.<sup>1</sup>

**Voluntary conveyance good against purchaser with notice, actual or constructive.**—In England, a voluntary conveyance is void against a subsequent purchaser even with notice. *Doe d. Otley v. Saunders*, 9 East, 59,<sup>2</sup> and the authority of this case seems to have been recognized by Ch. J. Archer in *Bohn v. Headley supra*. But in later cases it has been held here that the Statute condemns only covinous and fraudulent conveyances, and the doctrine of *Cathcart v. Robinson*, 5 Peters, 280, has been adopted as the rule of the Statute.<sup>3</sup>

In *Warren's lessee v. Richardson*, cited in the *Mayor, &c. v. Williams*, 6 Md. 235, the Court of Appeals held that a voluntary deed was not void as against subsequent purchasers with notice, and that enrolment of the deed is sufficient notice. In the latter case, A. executed a deed of all her property to B., in trust to permit her (A.) to take the profits, &c. during her life, and after her death to uses as expressed in her last will. Three years afterwards, she conveyed parcel of the property to C. for a valuable consideration. And the Court approved the doctrine that a *bona fide* voluntary conveyance is not *per se* void as against a purchaser for value, but if the latter have no notice, the subsequent sale is presumptive evidence of fraud, which casts on those claiming under the voluntary conveyance the *onus* of showing that it was *bona fide*; and it was repeated, that the enrolment of the voluntary deed was sufficient to bind the purchaser, and see *Williams v. Banks*, 11 Md. 198. But in this case the purchaser had notice in fact of, and had taken a deed of indemnity against, the settlement.

In *Cook's Lessee v. Kell*, 13 Md. 469, the question again came up. There

<sup>1</sup> *Halifax Co. v. Gledhill*, (1891) 1 Ch. 31.

<sup>2</sup> This was the established doctrine in England. See 1 *Smith's Lead. Cas.*, (11th Ed.), Vol. 1 p. 25; *Bowen v. Chase*, 94 U. S. 812. It has been changed, however, by 56 and 57 *Vict.*, c. 21, (1893), under which act a voluntary conveyance, if *bona fide* and without fraudulent intent, is valid as against a subsequent purchaser for value.

<sup>3</sup> See note 58 to 13 *Eliz.*, c. 5; *Estate of Leiman*, 32 Md. 225.