

When such a conveyance has been so vacated, then all other creditors may come in for satisfaction, in full, or in due proportion. (c)

The holders of property under a fraudulent conveyance, accountable for the rents and profits of it, from the time it was so unjustly withheld from the creditors. (d)

THIS bill was filed on the 26th of February, 1820, by John Kipp and Amos Brown, against Alexander B. Hanna and Sarah, his wife, William Warner, Sarah Hanna, Jr., Mary Hanna, Andrew Hanna, John Hanna, Robert Hanna, Paul Jacquin, Andrew Hall, Thomas Tyson, and Frederick G. L. Burhing. The bill stated, that the defendant Alexander, being entitled to, and in possession of a chattel interest in a house and lot, in the City of Baltimore, conveyed it to John P. Boyreau, who conveyed it to the defendant \*Paul Jacquin, to secure the payment of the sum of \$1,346.50; after which Boyreau conveyed it to the defendant Frederick G. L. Burhing, to secure the payment of \$663; after which Boyreau reconveyed it to the defendant Alexander B. Hanna; that on the 22d of July, 1817, the defendant Alexander, being largely indebted to sundry persons, and intending to defraud his creditors, and to secure this chattel real for the benefit of himself and family, fraudulently, and without a sufficient and lawful consideration, made a conveyance thereof to the defendant William Warner, in trust, for the separate use of his wife, the defendant Sarah, during her life, and after her death to his five infant children, the defendants Sarah Hanna, Jr., Mary Hanna, Andrew Hanna, John Hanna, and Robert Hanna; that on the 26th of December, 1818, the defendant Alexander, applied for the benefit of the insolvent laws; and these plaintiffs were, on the 11th of February, 1819, appointed his trustees, and so became entitled to all his property, in trust, for the benefit of his creditors; that the defendant Jacquin, on the 28th of December, 1819, applied for the benefit of the insolvent law; and the defendants Hall and Tyson, were appointed his trustees; that both of the liens, or incumbrances, of the defendants Jacquin and Burhing, have been fully satisfied with money, provided by the defendant Alexander; but have been kept on foot the better to conceal his fraud: and that the defendants Andrew Hanna and Frederick G. L. Burhing do not reside in this State. Whereupon the bill prayed, that the chattel real might be delivered up, and sold for the benefit of the creditors of the

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provided it was executed with the design of defrauding those who should thereafter become creditors.

(c) Cited in *Waters v. Dashiell*, 1 Md. 470. But in *Williams v. Banks*, 11 Md. 198, it was held that where a voluntary deed, not fraudulent in fact, at the time of its execution is set aside at the suit of antecedent creditors, subsequent creditors cannot be allowed to participate in the distribution of the fund; otherwise where there is fraud in fact.

(d) Cited in *Waters v. Dashiell*, 1 Md. 473.