

quent creditors. Where purchaser becomes bankrupt, having both antecedent and subsequent creditors, trustee takes property free of seller's lien, and its proceeds will be distributed among all creditors alike. *In re Rosen*, 23 F. (2nd). (D. Ct. Md.), 687.

Unrecorded conditional sale contract is void as to creditors, but where such contract is recorded sometime after its execution, it is valid against trustee in bankruptcy, unless there are creditors between date of its execution and date of record. *In re Shipley*, 24 F. (2nd), (D. Ct. Md.), 991.

Unrecorded conditional sales, though valid as between the parties, are void as to third parties without notice. Cases reviewed. Burden of proof—see notes to art. 9, sec. 47. *Motor Car Co. v. First Natl. Bank*, 154 Md. 80.

Unrecorded conditional sale contract void as against party subsequently taking chattel in settlement of antecedent debt. *Stieff v. Wilson*, 151 Md. 600.

Where contract for sale of truck was recorded, subsequent purchaser from vendee is charged with notice of rights of vendor, even though vendee was automobile dealer. *Finance Co. v. Defiance Motor Co.*, 145 Md. 100.

Contract for consignment of shoes to bankrupt held within this section. Trustee in bankruptcy entitled to assert invalidity of contract. *Reliance Shoe Co. v. Manly*, 25 F. (2nd), (C. C. A. 4th), 381.

Lien for repairs and storage of automobile subordinate to conditional sale contract recorded under this section since passage of act 1924, ch. 417 (art. 63, secs. 54-58). *Goldenberg v. Finance Co.*, 150 Md. 302.

To third note to this section, page 617, vol. 1, of Code, add: And see *In re Eichengreen, et al.*, 18 Fed. (2nd), (D. Ct. Md.), 103.

Unrecorded conditional contract of sale is not void as against purchaser's creditors whose debts arose out of transactions prior to date of the contract; immaterial that debts were reduced to judgment after date of contract of sale. *Gunby v. Motor Truck Corp.*, 156 Md. 19.

Recorded conditional sales contract is sufficient notice as long as goods and chattels described remain as such, but not when they have, with assent of sales vendor, become integrated with real property; gas radiators in garage did not become part of realty. *Abramson v. Penn*, 156 Md. 186.

Metal garage so attached to land as to make it a fixture is subject to prior mortgage on land notwithstanding recording of memorandum on paper by contractor reserving title to garage. *Credit Co. v. Bldg. & Loan Assn.*, 160 Md. 232.

Lease of certain machinery to bankrupt held conditional sales contract and void as to trustee because of failure to record it. *In re Rainey*, 31 Fed. (2nd), 197.

Registration of title of automobile under art. 56, sec. 202, is not substitute for recordation of lien under this section. *Meyer Herson Auto Sales Co. v. Faunkhauser*, 65 Fed. (2nd), 655.

This section referred to in construing art. 66, sec. 1. *Wiuakur v. Sapourn*, 156 Md. 679.

Cited but not construed in *In re Sachs*, 31 Fed. (2nd), 800.

See notes to art. 66, sec. 1.

Forms of Conveyancing.

56.

This section referred to in construing sec. 9—see notes thereto. *Kelly v. Nagle*, 150 Md. 135.

67.

Cited but not construed in *Schludenberg v. Dietz*, 156 Md. 551.

76.

This section referred to in denying claim of mistake or fraud in execution of deed. *Boyle v. Md. State Fair*, 150 Md. 344.

Special warranty by grantor in deed makes it duty of grantor to defend title against claim previously created by him; intermediate ownership has no effect. *Wempe v. Schoentag*, 163 Md. 649.