

after her marriage, by purchase, gift, grant, devise, bequest, descent, in the course of distribution, by her own skill, labor or personal exertions, or in any other manner, shall be protected from the debts of the husband, and not in any way be liable for the payment thereof; provided, that no acquisition of property passing from one spouse to the other, shall be valid if the same has been made or granted in prejudice of the rights of subsisting creditors, who, however, must assert their claims within three years after the acquisition of the property, or be absolutely barred, and, for the purpose of asserting their rights under this section, claims of creditors not yet due and matured shall be considered as due and matured.<sup>1</sup>

#### Conveyances from husband to wife.

Conveyance from husband to himself and wife, and subsequent mortgage, the mortgagee making loan in good faith and without actual notice; in suit by judgment creditor to invalidate conveyance held lien of mortgage not affected. Notice. Estoppel. *Ahrenberg v. Brown*, 153 Md. 601.

Sufficiency of bill to set aside conveyance from husband to wife; demurrer. *Bradford v. Harford Bank*, 145 Md. 656.

Conveyance from husband to himself and wife as tenants by the entireties, if voluntary and without consideration, is invalid as to creditors. Subsisting creditors. Fraud in law. *Robbins v. Dorsey*, 150 Md. 270.

Deed from husband and wife to another, who in turn makes deed to wife as part of same transaction, suit by creditor of husband to set aside transaction as fraudulent, must be brought within three years after recordation. *U. S. F. & G. Co. v. Shoul*, 161 Md. 425.

Husband's interest in rent accruing from property held by the entireties is not subject to attachment for his debts. *Banking & Trust Co. v. Neilson*, 164 Md. 9.

Creditor cannot, after three years, attack conveyance of property by husband to himself and wife as tenants by the entireties. *Hertz v. Mills*, 166 Md. 494.

This section referred to in construing Federal Estate Tax Law. *Safe Dep. & Tr. Co. v. Tait*, 54 Fed. (2nd), 383.

A gift or conveyance from husband to wife is valid, if it does not prejudice subsisting creditors. Requisites of a *bona fide* conveyance from husband to wife. *Myers v. King*, 42 Md. 69; *Trader v. Lowe*, 45 Md. 14; *Miller v. Johnson*, 27 Md. 11; *Bowie v. Stonestreet*, 6 Md. 430. (See sec. 2.)

If a wife is a creditor, this section does not prevent her being treated by her husband accordingly. A deed for the benefit of the wife, held valid. *Crane v. Barkdoll*, 59 Md. 535.

As to how relation of debtor and creditor between husband and wife (prior to sec. 20) was established, see *Farmers' Bank v. Jenkins*, 65 Md. 248; *Sabel v. Slingluff*, 52 Md. 132; *Odend'hal v. Devlin*, 48 Md. 446; *Drury v. Briscoe*, 42 Md. 161; *Hill v. Hill*, 38 Md. 184; *Mayfield v. Kilgour*, 31 Md. 241; *Kuhn v. Stanfield*, 28 Md. 210; *Edelen v. Edelen*, 11 Md. 420; *State v. Reigart*, 1 Gill, 2.

Where husband collected money belonging to wife's separate estate and promised to repay it, the wife was a *bona fide* creditor of husband. *Drury v. Briscoe*, 42 Md. 161. *Contra*, however, if husband does not expressly promise to repay. *Kuhn v. Stanfield*, 28 Md. 210; *Edelen v. Edelen*, 11 Md. 420.

A conveyance from husband to wife, held void under this section, save as to value of wife's separate estate which was part of consideration for deed. *Hull v. Deering*, 80 Md. 429.

Conveyances from husband to wife are void under this section only so far as the original parties and their privies and others claiming under them with notice, are concerned. This section has no application to *bona fide* purchasers for value. The case of *Levy v. Rothschild*, 69 Md. 348, and other cases explained. (See sec. 2.) *Nicholson v. Condon*, 71 Md. 622; *Farmers' Bank v. Brooke*, 40 Md. 256 (discussing also the burden of proof).

A mortgage and single bills held invalid as between husband and wife, and also as to a purchaser from the wife with notice. What amounts to notice? (See sec. 2.) *Green v. Early*, 39 Md. 229. See also *Milholland v. Tiffany*, 64 Md. 457.

A transfer from husband to wife, held void notwithstanding an attempt to set up a secret parol trust. *Plummer v. Jarman*, 44 Md. 638.

A deed executed for a simulated consideration to a son, who immediately conveys without consideration to the wife, is void. *Norberg v. Records*, 84 Md. 570.

Prior to Code of 1860, the wife's money, goods and chattels, vested absolutely in the husband, and so as to money paid a married woman during coverture unless it was expressed to her sole and separate use. Hence, a promise by husband to return money so vested in him is not binding and cannot support a subsequent conveyance by husband to wife in derogation of rights of creditors. The deed is good, however,

<sup>1</sup> Sec. 2, ch. 398 of 1929, repealed all laws inconsistent therewith.