

WITH ACTUAL INTENT, AS DISTINGUISHED FROM INTENT PRESUMED IN LAW, TO HINDER, DELAY, OR DEFRAUD PRESENT OR FUTURE CREDITORS, IS FRAUDULENT AS TO BOTH PRESENT AND FUTURE CREDITORS.

REVISOR'S NOTE: This section presently appears as Art. 39B, §7.

The only changes are technical changes in style.

15-208. CONVEYANCE OF PARTNERSHIP PROPERTY.

EVERY CONVEYANCE OF PARTNERSHIP PROPERTY AND EVERY PARTNERSHIP OBLIGATION INCURRED WHEN THE PARTNERSHIP IS OR WILL BE RENDERED INSOLVENT BY IT, IS FRAUDULENT AS TO PARTNERSHIP CREDITORS, IF THE CONVEYANCE IS MADE OR THE OBLIGATION IS INCURRED TO:

(1) A PARTNER, WHETHER WITH OR WITHOUT A PROMISE BY HIM TO PAY PARTNERSHIP DEBTS; OR

(2) A PERSON NOT A PARTNER, WITHOUT FAIR CONSIDERATION TO THE PARTNERSHIP AS DISTINGUISHED FROM CONSIDERATION TO THE INDIVIDUAL PARTNERS.

REVISOR'S NOTE: This section presently appears as Art. 39B, §8.

The only changes are technical changes in style.

15-209. RIGHTS OF CREDITOR WHOSE CLAIM HAS MATURED.

(A) SETTING ASIDE OR DISREGARDING CONVEYANCE.

IF A CONVEYANCE OR OBLIGATION IS FRAUDULENT AS TO A CREDITOR, THE CREDITOR, WHEN HIS CLAIM HAS MATURED, MAY, AS AGAINST ANY PERSON EXCEPT A PURCHASER FOR FAIR CONSIDERATION WITHOUT KNOWLEDGE OF THE FRAUD AT THE TIME OF THE PURCHASE OR ONE WHO HAS DERIVED TITLE IMMEDIATELY OR MEDIATELY FROM SUCH A PURCHASER:

(1) HAVE THE CONVEYANCE SET ASIDE OR OBLIGATION ANNULLED TO THE EXTENT NECESSARY TO SATISFY HIS CLAIM; OR

(2) DISREGARD THE CONVEYANCE AND ATTACH OR LEVY EXECUTION ON THE PROPERTY CONVEYED.

(B) RETENTION OF PROPERTY AS SECURITY.

A PURCHASER WHO WITHOUT ACTUAL FRAUDULENT INTENT HAS GIVEN LESS THAN A FAIR CONSIDERATION FOR THE CONVEYANCE