

remarked, which tend to prove it fraudulent, may be shewn, *Garrett v. Hughlett*, 1 H. & J. 3. It has been observed above, that the mere indebtedment of the vendor or donor at the time does not make the sale void, and this is true with us, both as to conveyances made on valuable consideration and so called *voluntary* conveyances.²¹ But it is an inflexible rule that the conveyance must be *bona fide*, and it has been often so held, for the provisions of the statute are aimed at all transfers concocted in fraud, and for the purpose of hindering and delaying creditors.²² The usual *indicia*

²¹ **Voluntary conveyances.**—A voluntary conveyance is *prima facie* in fraud of existing creditors of the grantor without reference to his actual intent, or to that of the grantee. It vests an absolute title in the grantee, subject only to the rights of such creditors, and when sufficient property remains in the hands of the debtor, the conveyance is valid even against them; but it must be shown by affirmative proof that the debtor has sufficient property, independent of that conveyed, to satisfy the claims of all his creditors. *Christopher v. Christopher*, 64 Md. 588; *Cone v. Cross*, 72 Md. 105; *Dawson v. Waltemeyer*, 91 Md. 328; *Hearn v. Purnell*, 110 Md. 467. See also note 32 *infra*.

As a general rule a fraudulent grantee cannot by any subsequent matter confirm the deed to him and purge it of its vice; but where there is no fraud in fact the subsequent payment of consideration will probably validate a voluntary conveyance. *Spuck v. Logan*, 97 Md. 160. Cf. *Clarke v. Willott*, L. R. 7 Ex. 313; *In re Briggs*, (1891) 2 Ch. 134.

²² **Consideration and good faith.**—The Statute exempts from its operation all conveyances made *bona fide* and upon a good consideration. *Fuller v. Brewster*, 53 Md. 359. A conveyance to be valid under the Statute must be both *bona fide* and upon good consideration. If either of these elements is wanting, the conveyance is invalid. *Gebhart v. Merfeld*, 51 Md. 325; *Cooke v. Cooke*, 43 Md. 531; *McCauley v. Shockey*, 105 Md. 641.

Although the grantee may have paid the fullest consideration, the conveyance is void if made and accepted with fraudulent intent. *Cooke v. Cooke*, 43 Md. 522; *Chatterton v. Mason*, 86 Md. 236; *Downs v. Miller*, 95 Md. 607; *Spuck v. Logan*, 97 Md. 160; *McCauley v. Shockey*, 105 Md. 649.

The fraudulent purpose of the grantor cannot, of course, affect the grantee, unless he knew of, or participated in it. *Smith v. Pattison*, 84 Md. 344 and cases *supra*. But a grantee who, with sufficient knowledge of suspicious circumstances to put him on inquiry, takes a deed from an insolvent debtor, is affected with notice of the latter's fraudulent purpose and its consequences. *Biddinger v. Wiland*, 67 Md. 359; *Williams v. Snebley*, 92 Md. 13.

It is not necessary that the fraud should have been specifically directed against the assailant of the deed. A conveyance executed to defraud one creditor may be avoided by any other creditor occupying a similar position. *Spuck v. Logan*, 97 Md. 158. Cf. *Edmunds v. Edmunds*, (1904) P. 362.

Intent.—The law presumes every man to intend the necessary and even the probable consequences of an act deliberately done. So where a con-