fraudulent so far as the pursuing creditors are concerned. A secret contract so made could not be enforced, either at law or in equity, at the suit of the grantor or his creditors. The secret agreement is a nullity under the Statute of Frauds, and there is no head of equity jurisdiction under which relief could be sought on such a contract.

In Stewart v. Iglehart, 7 G. & J. 133, a wife had been induced to join her husband in a conveyance of her inheritance to a third party for the avowed purpose of securing it to her and her children, the husband's object being to defraud his creditors. The grantee mortgaged to D. who had notice of the wife's claim. D. endeavored to enforce his mortgage against the wife, and, she dying during the progress of the cause, against her heirs. The Court entered into the inquiry whether the wife had contemplated a fraud by this conveyance to a grantee who, it was admitted, had paid no consideration, and determined it in the negative. The case is rather one of actual fraud on the wife, but it affirms the general principle that a conveyance to a grantee falsely averred in the deed to have paid a consideration therefor, but in reality only on a secret trust, is fraudulent as to creditors, though the grantor be a *feme covert*. And in McDowell v. Goldsmith, 6 Md. 319, the Court thought that proof of an agreement for a re-conveyance would establish fraud.

Right of grantor to repurchase.—Glenn v. Randall, 2 Md. Ch. Dec. 220, affirmed on appeal but not reported, seems somewhat inconsistent with these cases. There the deed specially attacked was made to the grantee, but the consideration proceeded from third parties. It professed to have been made on consideration of money paid, whereas the real consideration was the undertaking of those third parties to apply that sum in discharge of debts of the grantor, and it was made on secret trust that the grantor might redeem the property on repayment of the monies that might have been paid for him. The circumstance here of the payment to the grantor's creditors was held equivalent to payment to him, (see Water's lessee v. Riggin, 19 Md. 536; Troxell v. Applegarth, 24 Md. 103); the circumstance of the advance of the money therefor by those third parties was considered to raise a resulting trust in their favour, and the reservation of the right to redeem to operate only to convert an absolute conveyance into a mortgage, or make an unconditional a conditional sale, see Hicks v. Hicks, 5 G. & J. 75; Hinkley v. Wheelwright, 29 Md. 340. Yet the grantee, or in fact the trustee, became the purchaser at a price agreed on between the real parties, the purchase was made at the instance of the grantor, who might have selected the grantee mainly in view of his desire to repossess the property whenever he should be able to do so, and on the terms of repaying only what was actually advanced on his account, and if, as was the fact, the expressed consideration was not advanced at the time of the execution of the deed, and the real grantees had been of limited means, the payment of the grantor's debts might have been delayed an unreasonable time. From Troxell v. Applegarth *supra*, however, it may be gathered that, at all events, such an agreement that the grantor may repurchase does not avoid a bill of sale of chattels, without evidence that the grantee knew that the grantor meditated a fraud on his creditors, and see Water's lessee v. *Riggin *supra*. And in Williams v. Banks, 11 Md. 198, **387** where it was strongly insisted by counsel that a voluntary deed upon the