But where the deed is only constructively fraudulent, or is obtained only under suspicious circumstances, it was held in Williams v. Savage Manufacturing Company, 3 Md. Ch. Dec. 418, following Boyd v. Dunlap, 1 Johns. C. C. 478, that the doctrine is otherwise, and the deed may stand as a security for the sum really due;[57] and so in Worthington v. Bullitt

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of relief. In Chatterton v. Mason, 86 Md. 236, a son conveyed all his visible and tangible property to his father in fraud of creditors, both grantor and grantee participating in the fraud. The conveyance being vacated, it was held that the grantee should be allowed credit for his necessary payments of valid attachments issued against the property prior to the conveyance, and should also be subrogated to the distributive shares of other creditors whose claims he paid, the amount to be ascertained by an audit showing the percentage payable to each creditor; but that he was not entitled to counsel fees paid by him.

Fraudulent conveyances good between parties.—A fraudulent conveyance, whether voluntary or upon consideration, whether fraudulent in fact or in law, is good between the parties. It cannot therefore be vacated at the suit of the grantor. The maxim *"in pari delicto"* applies and the grantee is permitted to retain the property not from any merit of his own but because the law will not lend its aid to one who seeks to set aside his own fraudulent act. Schuman v. Peddicord, 50 Md. 562; Roman v. Mali, 42 Md. 513; Snyder v. Snyder, 51 Md. 77; Bayne v. State, 62 Md. 109; Brown v. Reilly, 72 Md. 489; Watts v. Vansant, 99 Md. 577; Junkins v. Sullivan, 110 Md. 543. Distinguish Lord v. Smith, 109 Md. 42; Reck v. Reck, 110 Md. 497. And where a conveyance is vacated and there is no fraud in fact, a court of equity recognizes this principle in permitting the conveyance to stand, as against the grantor's creditors, for the consideration actually paid. (See note 57 *infra*.)

Therefore where a conveyance, whether voluntary or fraudulent in fact, is vacated and the property sold, on principle the grantee should be entitled to any surplus that remains after all creditors of the grantor are satisfied; and this seems to be the established rule. Bump on Fraudulent Conveyances, secs. 477, 576 and 638. Moore on Fraudulent Conveyances, 1038. But see Norberg v. Records, 84 Md. 570.

[57] This is now the established doctrine. Hinkle v. Wilson, 53 Md. 293; Milholland v. Tiffany, 64 Md. 461; Benson v. Benson, 70 Md. 253; Cone v. Cross, 72 Md. 102; Hull v. Deering, 80 Md. 424; Norberg v. Records, 84 Md. 568; Economy Bank v. Gordon, 90 Md. 503; Williams v. Snebley, 92 Md. 9. Cf. Downs v. Miller, 95 Md. 602.

Amount of recovery against fraudulent grantee.—Creditors are not limited in their recovery against a fraudulent grantee, who has disposed of the goods conveyed to him, to the purchase money paid by him for such goods if they can show they are worth more; but where the bill does not ask that he be directed to repay the value of the goods, no personal decree may be had against him. Chatterton v. Mason, 86 Md. 236. A decree vacating a conveyance of leasehold property as fraudulent, to which the grantee still holds title, should not also direct the grantee to pay the amount of the plaintiff's claim and provide that unless he does so the property conveyed