supra, the Court intimated that, in cases of voluntary conveyances, though the whole transaction will be undone, yet if a partially valuable consideration is given, its return will be secured, and the same doctrine results from Spindler v. Atkinson, 3 Md. 409. See, however, Townend v. Toker *supra*. In Cunningham v. Peters, 10 Md. 554, a trustee under a deed, conceded to be void as to creditors, was allowed to retain the funds that came into his hands, in satisfaction of his own debt, as against an attaching creditor who did not release as was provided for in the deed, though as between the trustee and creditors claiming under the deed *a different rule **402** might apply, and see Stokoe v. Cowan, 29 Beav. 637. However, where a grantee fails to enrol his conveyance, he is absolutely postponed to a creditor acquiring a lien on the property, and so, no doubt, if a deed given by a debtor to a creditor should be set aside as constructively fraudulent, the property would be directed to be applied in the first place to the payment of the suing creditors, who had recovered judgments and thereby acquired liens on the property conveyed. In the Citizens' Ins. Co. v. Wallis *supra*, it was held that where a deed for the benefit of creditors was void in law upon its face, *no title* passed under it to the grantees, but the property remained in the grantor, and the releases of creditors assenting to the deed falling with it, their debts still remained due, and see Bridges v. Hindes *supra;* Lovejoy v. Irelan, 17 Md. 525. Other deeds avoided for constructive fraud would stand on the same ground, and it is difficult to see how a fraudulent grantee could claim that as a security to which he never had a title, or, when he pays his consideration money for the furtherance of purposes which the law denounces as fraudulent, or suffers it to be so applied, what equity he can have to the benefit of a lien on the estate for its re-payment, but see Long v. Long, 9 Md. 348; Wampler v. Wolfinger, 13 Md. 337.

Voluntary conveyances—Subsequent creditors.—In Bohn v. Headley *supra*, Ch. J. Archer seems to have assumed that, under the Statute of Elizabeth, voluntary conveyances made by a party not indebted at the time might be set aside by subsequent as well as prior creditors, and see Roberts v. Gibson's Ex'r. 6 H. & J. 116. But this doctrine is now overruled. In Kipp v. Hanna *supra*, the Chancellor observed that an estate obtained by fraud can only be vacated by a person having a prior right,

---

should be sold. In such case a decree for the debt *in personam* against the grantee is improper. Wise v. Pfaff, 98 Md. 576. Cf. Riverside Co. v. Wheatley, 92 Md. 410.

Purchasers from fraudulent grantee.—A *bona fide* purchaser, or mortgagee, without notice and for value from a fraudulent grantee, of course obtains a good title. Economy Bank v. Gordon, 90 Md. 503; Nicholson v. Condon, 71 Md. 622; Halifax Co. v. Gledhill, (1891) 1 Ch. 39. Cf. Noyes v. Paterson, (1894) 3 Ch. 267. See also note 32 *supra*. And a *bona fide* purchaser without notice and for value of a mortgage which was fraudulent as to creditors of the mortgagor because of lack of consideration, acquires a good title to the mortgage as against such creditors, whether the mortgage is accompanied by a negotiable instrument or not. Economy Bank v. Gordon, 90 Md. 486. Cf. Stockbridge v. Fahnestock, 87 Md. 127.