equity.[59] Therefore where a person, indebted on bond, for a nominal sum and in consideration of natural love and affection, assigned a lease to A., in trust for his own benefit for life, and after his death for that of one of his daughters-in-law, and then died, having made the assignee of the lease his executor, and the residue of his property, by such assignment, had become insufficient to discharge the bond-debt, it was held that the assignment was utterly void against creditors, and the case was to be considered as if it had never been executed, and the lease therefore was assets in the hands of the executor, Shears v. Rogers, 3 B. & Ad. 362. It was settled also in Imray v. Magnay, 11 M. & W. 267, (an action against the Sheriff by a judgment creditor for neglecting to levy and returning *nulla bona*) that where goods, seized under a fi. fa. upon a judgment fraudulent against creditors, remain in the Sheriff's hands, or are capable of being seized by him, he is compellable to sell, or to seize and *sell such goods under a subsequent writ on a *bona* **403** *fide* debt, and if he neglect to do so, having notice of the fraud at the time he ought to have executed the writ, or if he could then have discovered it by reasonable inquiries, he is responsible for neglecting to seize and sell them; and that it was not necessary, in order to render the *judgment* void *quoad* the Sheriff, (who acts in right of a creditor), on the ground of fraud, that he himself should have been a party to it. And it was also determined that the conduct of the debtor, in reference to a prior execution, was admissible in evidence as part of the fraud. In Christopherson v. Burton, 3 Exch. 160, the Sheriff had himself assigned the goods, seized under the former execution, to a supposed *bona fide* purchaser, in ignorance of the fraud; and he contended that he ought not to invalidate his own grant. But the Court held that, there having been sufficient notice of fraud to the Sheriff to oblige him to inquire into the question of fraud *at his peril*, and the fraud being in fact admitted, he was responsible, and that his being obliged to derogate from his own grant, and re-seize the goods, made no difference, for the grantee, being a party to the fraud, had no right to complain of the re-seizure; otherwise, if he had been a *bona fide* purchaser, for then he would have had title. But the Sheriff is bound to sell on a fraudulent judgment between the parties, if no right of a creditor intervenes, Imray v. Magnay.

It was formerly holden that a creditor could not pursue in equity property fraudulently conveyed away, until he had obtained judgment and, in cases of fraudulent grants of chattels, had issued a *fieri facias;* in other words, the creditor, until he had established a certain claim or lien on his debtor's property, was considered to have no right in equity to call

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[59] A creditor has the right to have the question of the *bona fides* of the transfer determined at law if he so desires, either by attachment, or, after his purchase at execution sale against the grantor, in the case of real or leasehold property, by ejectment; or he can proceed in equity. Stockbridge v. Fahnestock, 87 Md. 136; Helden v. Hellen, 80 Md. 620; Luckemeyer v. Seltz, 61 Md. 324; National Bank v. Lanahan, 60 Md. 510; Welde v. Scotten, 59 Md. 76; Green v. Early, 39 Md. 227.