

A., for natural love and affection, conveyed, by deed properly recorded, the property in question to his three children, reserving a life-estate for himself and wife therein. Three years afterwards he, his wife joining in the deed, conveyed the property, for a full and valuable consideration, to B., through whom the defendant claimed. And the Court again stated the correct rule to be, that a subsequent sale *without notice* by a person, who had made a settlement not on valuable consideration, was only presumptive evidence of fraud, which threw on those claiming under such settlement the burthen of proving that it was made *bona fide*, and that the enrolment of the deed was sufficient without actual notice.

No doubt, however, actual fraud will avoid such voluntary settlements. But in the last mentioned case the Court said that there must be some pointed evidence of fraud in fact, and that the circumstances of the grantor having previously conveyed away all his other property, and having none other at the date of the deed, or afterwards, except the consideration received from the purchaser, and of the grantees being at the time infants, and unable to maintain themselves, &c., did not of themselves constitute fraud. On the other hand, gross inadequacy of value given by the purchaser may be sufficient to negative his right as a purchaser without notice to the benefit of the Statute, especially if it be accompanied with other circumstances, *Mayor, &c., v. Williams supra*.

By the Code, Art. 24, sec. 1,<sup>4</sup> all deeds of estates of freehold or inheritance, &c., and every estate above seven years are required to be executed, acknowledged and recorded, as in said Article mentioned. And by sec. 15,<sup>5</sup> no title shall pass unless the deed be so acknowledged and recorded. The time for recording such deeds is, by sec. 13, six months.<sup>6</sup> No provision is made in the law for curing deeds defectively *executed* by the grantor **418** under sec. 10.<sup>7</sup> But the Act of 1868, ch. 325,<sup>8</sup> provides for \* curing defective acknowledgments of deeds by proceedings in the Circuit Courts of the respective Counties. And the Act of 1867, ch. 58, repealing and re-enacting Code, Art. 24, sec. 19,<sup>9</sup> provides for the recording of deeds, except mortgages, after the six months, and makes them valid against purchasers with notice of the conveyance, and creditors becoming such sub-

<sup>4</sup> Code 1911, Art. 21, sec. 1, (as now amended).

<sup>5</sup> Code 1911, Art. 21, sec. 15.

<sup>6</sup> Code 1911, Art. 21, sec. 13.

<sup>7</sup> Code 1911, Art. 21, sec. 10. But see note 8 *infra*.

<sup>8</sup> Code 1911, Art. 16, sec. 35. A large number of acts have been passed from time to time curing deeds, mortgages, releases, bonds of conveyance, bills of sale and chattel mortgages, which have been defectively acknowledged or sworn to. One or two of these acts also cure such instruments when they are not sealed or witnessed, or recorded within the prescribed period. Nearly all of them expressly save the rights of *bona fide* purchasers and creditors without notice. See Code 1911, Art. 21, secs. 82-89.

Such acts are constitutional. *Grove v. Todd*, 41 Md. 633; *Barnitz v. Reddington*, 80 Md. 626; *Wingert v. Ziegler*, 91 Md. 326.

<sup>9</sup> Code 1911, Art. 21, sec. 19. See note 19 *infra*.