

count B, reported by the auditor to the Court of Chancery, on the 20th September, 1826, be, and the same is hereby confirmed, and all other accounts and statements inconsistent therewith, are hereby overruled. And that Griffith, the plaintiff in error, pay to Craps-ter, the defendant in error, the sum of six hundred and three dollars ninety-three cents, with interest on four hundred and seventy-five dollars and seventy-one cents from the 19th December, 1825, until paid.

26 *And forasmuch as a sale of the three negroes Alfred, Cuffee and Eliza, in the proceedings mentioned, is necessary, it is decreed, that a sale of said negroes be made, as directed by the decree of the Chancellor, and upon such terms as are prescribed in said decree, or may be prescribed by the Chancellor, in any future order. That the Chancellor from time to time, pass any order in the premises which may be necessary, in order to a sale of said negroes, and distribution between the parties, of the proceeds of sale, after deducting all necessary expenses incurred in making the sale. And that in the account hereafter to be stated, relative to the proceeds of sale of said negroes and distribution thereof, the Chancellor shall allow to the defendant in error, his proportion of the just value of the services of the said three negroes, from the 19th December, 1825, until the plaintiff in error shall deliver up said negroes.

KIPP v. HANNA.

CHANCERY PRACTICE.—VOLUNTARY CONVEYANCE WHEN VOID AS TO CREDITORS.

A *feme covert* defendant attached for not answering. The bill amended so as to charge, that an infant defendant had attained her full age, that she might be compelled to answer as an adult. Where there is a plurality of defendants, and a commission, with consent of some of them only, has been issued, the testimony so taken cannot be read against those who had not consented to the issuing of the commission.

The rule is, that a voluntary conveyance must be deemed void, as against creditors, where the grantor could not, at the time, have withdrawn the amount from his estate, without hazard to his creditors, or materially lessening their prospects of payment. (a)

None but those who were creditors, at the time, can sue to have a voluntary conveyance set aside as fraudulent. (b)

(a) Cited in *McLaughlin v. Bank*, 7 Howard, 228. See *Worthington v. Shipley*, 5 Gill, 449, notes.

(b) Denied in *Williams v. Banks*, 11 Md. 247. And in *Mathai v. Ingraham*, 57 Md. 483, it was held that a voluntary conveyance, made by a party solvent at the time may be impeached and set aside by subsequent creditors,