

CONVEYANCES, VACATING OF.

1. The circumstances which will warrant the court in setting aside a conveyance, actually executed, must be much stronger than would be required to induce it to withhold its aid, if applied to, to compel an execution of a mere agreement to convey. *Hollis vs. Hollis*, 479.
2. A voluntary conveyance made by a person not indebted at the time, in favor of his wife and children, cannot be impeached by subsequent creditors upon the mere ground of its being voluntary. *Atkinson vs. Philips*, 507.
3. The mere fact, that the grantor was indebted at the time, does not, *per se*, constitute a substantial ground to avoid a voluntary conveyance for fraud, even in regard to prior creditors. The question of fraud is to be ascertained from all the circumstances of the case, and not alone from the mere fact of indebtedment at the time. *Ib.*
4. If the grantor be not indebted to such a degree, as that the settlement will deprive the creditors of an ample fund for the payment of their debts, the consideration of natural love and affection will support the deed, although a voluntary one, against creditors, because it is free from the imputation of fraud. *Ib.*
5. But the existence of such means to pay creditors must be shown by the parties claiming under the deed, and the burden of proof is clearly upon them to repel the fraud presumable from the condition of the grantor, at the time the conveyance was made. *Ib.*
6. A voluntary conveyance in favor of the wife of the grantor, was set aside in this case in favor of creditors, upon proof that he was largely indebted at the period of its execution, and no attempt being made to prove that he had means for the payment of his debts. *Ib.*
7. A conveyance purporting to be made for a monied consideration of \$3,500, was also set aside upon clear proof that the grantor, at the time, was irretrievably insolvent, and knew himself to be so, and that it was made with the meditated design to injure and defraud his creditors. *Ib.*
8. A deed, fraudulent and void as to creditors, is, nevertheless, good *inter partes*. *Ib.*
9. The permanent trustee of an insolvent debtor has the right to file a bill to set aside conveyances made by his insolvent, as fraudulent at common law or under the statute of Elizabeth, against creditors. Unless the trustee had this power, the creditors prejudiced by the conveyance might be without remedy. *Ib.*

See INADEQUACY OF PRICE, 6.

CORPORATIONS.

1. So long as the charter of a company continues in existence, their property cannot be taken from them upon the allegation that it was acquired by an abuse of their chartered privileges. *Hamilton vs. Annapolis and Elk Ridge Rail Road Company*, 107.
2. The land in question having been condemned for the use of the Annapolis and Elk Ridge Rail Road, under the act of 1826, ch. 123, sec. 15, and the inquisition returned to and duly confirmed by the proper County