

actual notice at the date of the deed of the insolvent condition of the grantor. The bill avers that Griffith and Clark both knew at that time that the latter was insolvent; but this averment is denied in the answers of both the defendants, in the most unequivocal and positive terms. That of Griffith "denies that he knew or had any reason to suspect at the time or before the execution of said deed, nor until some time thereafter, that Clark was insolvent and unable to pay his debts; but on the contrary, he avers that at and before the execution of the deed and for some time thereafter, he believed he was able to pay his debts and have a considerable surplus of property." And in opposition to this flat denial there is not, so far as Griffith is concerned, any evidence whatever. Circumstances have been relied upon, to be sure, in the argument to prove that some one of the members of the firm of Kramer, Mantz & Co., knew that Clark was in embarrassed circumstances; but there is nothing to show, or from which it can be fairly inferred against the positive denials of the answers, that Griffith was that person. The bill does not rely upon the knowledge of the firm, but upon the knowledge of Griffith. It charges such knowledge and collusion between him and Clark to procure the preference to the firm and to Griffith, and being met by the positive contradiction of the answer, relief can only be granted upon proof sufficient according to the law of the Court to overthrow the answer.

Looking to the pleadings and evidence in the case the plaintiff appears to me to have no ground to stand upon, if his title to relief depends upon the 1st section of the Act of 1834, ch. 293. But it is supposed he may call to his aid the Act of 1845, ch. 139. The 1st section of that Act, it is very clear, does not extend to the city of Baltimore; and I incline to think the 2d section is equally inapplicable. But suppose it be otherwise, the complainant's case is not improved by it. The 2d section of the Act does not alter the provisions of the Acts of 1812, ch. 77, sec. 1, and 1816, ch. 221, sec. 6, except that it declares the preference shall not be saved because made "at the earnest request, &c., of the creditor;" a provision being