

probably introduced in consequence of the decision of the Court of Appeals in the case of *Crawford and Sellman vs. Taylor*, 6 *G. & J.*, 323, in which it was held that though the transfer to the favored creditor may be made with a view and under an expectation of taking the benefit of the insolvent laws, it will not be avoided if it was made upon the application of the creditor, because it could not then be regarded as a voluntary act.

But though the Act of 1845 condemns the transfer, though made at the request or on the demand of the creditor, it allows it to stand, unless made with a view and under an expectation of being and becoming an insolvent debtor and with intent to prefer, &c., that is, with a view and under an expectation of taking the benefit of the insolvent law, as required by the Acts of 1812 and 1816, and therefore is less stringent than the Act of 1834, which avoids the deed or transfer if the grantor had no reasonable ground for believing that he could be exempt from execution or liability for his debts without having recourse to the insolvent laws. In other words, that in the city and county of Baltimore the absence of such reasonable ground for believing he could be exempt from execution or liability for his debts, would avoid the transfer of the debtor as though it was made with the direct view of taking the benefit of the insolvent laws, provided the creditor knew of the insolvent condition of the debtor.

Conceding then that the plaintiff may call to his aid the Act of 1845, he must prove that when Clark executed the deed of September, 1850, he intended to take the benefit of the insolvent laws. Now, in the first place, he has not charged it in his bill: and if he had, the answer of Clark denies expressly his insolvency at the time of the execution of the conveyance to Griffith, and attributes it to causes which occurred subsequently. There is to be sure evidence that Clark was pressed for money at or about that time to meet his engagements; but it is altogether insufficient in my judgment to prove that he intended to take the benefit of the insolvent laws, and that with that view and under that expectation, and with intent to prefer Griffith, or the firm of which Griffith was a member, he