

A discharge can not be inquired into collaterally. The county court or a judge thereof in recess, may grant a discharge, etc., and the proceeding is pending from the time the application is presented to him. *Bowie v. Jones*, 1 Gill, 208.

The fact that a deed in the nature of a mortgage provides for the payment of debts barred by a discharge in insolvency, does not render such deed fraudulent in fact. *Wilson v. Russell*, 13 Md. 528.

An agreement by petitioning creditors that they will not object to the insolvent's discharge can have no effect on other creditors. *Gottschalk v. Smith*, 74 Md. 564.

As to the revival of a debt barred by a discharge in insolvency, see *Knight v. House*, 29 Md. 200; *B. & O. R. Co. v. Clark*, 19 Md. 519; *Katz v. Moore*, 13 Md. 569; *Wilson v. Russell*, 13 Md. 528.

The application of this section to a vendor's lien, discussed. *Willis v. Wright*, 22 Md. 379.

The policy of the insolvent laws with reference to a discharge. *Baylies v. Ellicott*, 9 Gill, 454.

For cases apparently now inapplicable to this section because of changes in the law, see *Relief Bldg Assn. v. Schmidt*, 55 Md. 99; *State v. Reaney*, 13 Md. 238; *Glenn v. Karthaus*, 4 G. & J. 392; *Haddens v. Chambers*, 2 Dall. 236. Cited but not construed in *Becker v. Whitehill*, 55 Md. 574.

See sections 7, 21 and 27 and notes.

1904, art. 47, sec. 6. 1888, art. 47, sec. 6. 1860, art. 48, sec. 5.
1854, ch. 193, sec. 5.

6. The discharge of any person under this article is not to release any other person who may be liable as endorser, surety or otherwise.

This section applied where husband and wife were joint makers of a note, and the husband alone pleaded a discharge. *Allers v. Forbes*, 59 Md. 377.

Ibid. sec. 7. 1888, art. 47, sec. 7. 1860, art. 48, sec. 6.
1854, ch. 193, sec. 6.

7. No person shall be released or discharged under this article who has conveyed, concealed or disposed of his property to defraud or delay his creditors, or prevent the same from being applied to the payment of his debts, or who has, within one year of the time of filing his petition, by the conveyance or assignment of his property, or debts or claims, or payment of money, given an undue and improper preference to any of his creditors.

Although the court has denied an insolvent the benefit of a discharge, such determination is not an adjudication *in rem*, and does not of itself set aside a conveyance as fraudulent, nor is it evidence in a case to the latter end. *Syester v. Brewer*, 27 Md. 313.

The failure of the applicant to file a schedule does not rescind the appointment of the trustee, but does debar the applicant from a discharge. *Teackle v. Crosby*, 14 Md. 20.

If the facts tend to show that the insolvent has been guilty of acts prohibited by this section, it is the duty of the court to have issues framed. *Jaeger v. Requardt*, 25 Md. 241.

This section relates only to cases of insolvency. *Triebert v. Burgess*, 11 Md. 462.

A deed for the benefit of creditors, discussed in connection with this section. *McColgan v. Hopkins*, 17 Md. 401.

Ibid. sec. 8. 1888, art. 47, sec. 8. 1860, art. 48, sec. 7.
1854, ch. 193, sec. 7.

8. Any confession of judgment, and any conveyance or assignment made by any insolvent under this article, for the purpose of defrauding his creditors or giving an undue preference, shall be void, and the