

**ARTICLE 39B.****FRAUDULENT CONVEYANCES.**

1.

Decree for alimony is debt and conveyance by husband to prevent wife from obtaining alimony is fraudulent and may be set aside unless purchaser took in good faith, without notice, and for value. *Levin v. Levin*, 166 Md. 453.

This article cited but not construed in *Coffman v. Publishing Co.*, 167 Md. 288.

2.

Neither insolvency nor fraud made out. *Bank v. Thomas*, 151 Md. 252.

3.

Marriage is sufficient consideration to support pre-nuptial conveyance though it operates to prejudice of creditors, unless grantee was implicated in fraud. Conveyance upheld. *Braecklein v. McNamara*, 147 Md. 21; *Cf. Merchants' Bank v. Page*, 147 Md. 609.

Satisfaction of antecedent debt is fair consideration for transfer in good faith of property equivalent in value to debt. Fraud not made out. *Wareheim v. Bayliss*, 149 Md. 107.

Cited but not construed in *Drury v. State Capital Bank*, 163 Md. 91; *Marcus v. Hudgins*, Daily Record, January 31, 1935.

See notes to sec. 4.

4.

Mortgage given by wife to pay indebtedness of husband is no more than voluntary gift and is void as to creditors of wife (See notes to sec. 3). *Merchants' Bank v. Page*, 147 Md. 609.

Cited but not construed in separate opinion in *Hammond v. Lyon Realty Co.*, 163 Md. 466.

Cited but not construed in *Marcus v. Hudgins*, Daily Record, Jan. 31, 1935.

6.

To set aside a conveyance on the ground that it was made to defraud subsequent creditors, it is necessary to allege that fact and to prove such fraud. *Oakford Realty Co. v. Boarman*, 156 Md. 65.

Cited but not construed in *Dollar Cleansers v. McGregor*, 163 Md. 110.

7.

See notes to secs. 3, 4 and 6.

9.

Nothing in this article indicates intention to relax rules governing injunction and receivership, or to deprive creditor of right to attack fraudulent conveyances in equity. *Lipskey v. Voloshen*, 155 Md. 143.

The fact that a creditor has an adequate remedy at law, by attachment or execution, as regards a fraudulent conveyance, does not affect his right to proceed in equity. *Atlantic Lumber Corp. v. Waxman*, 162 Md. 191.

10.

See notes to secs. 1 and 9.

14.

See notes to sec. 9.