

An. Code, 1924, sec. 7. 1920, ch. 395, sec. 7.

7. (Conveyance Made With Intent to Defraud.) Every conveyance made and every obligation incurred with actual intent, as distinguished from intent presumed in law, to hinder, delay, or defraud either present or future creditors, is fraudulent as to both present and future creditors.

See notes to secs. 3, 4 and 6.

Cited in *Bauernschmidt v. Bauernschmidt*, (Judge Smith, Circuit Court of Baltimore City), Daily Record, May 16, 1939.

An. Code, 1924, sec. 8. 1920, ch. 395, sec. 8.

8. (Conveyance of Partnership Property.) Every conveyance of partnership property and every partnership obligation incurred when the partnership is or will be thereby rendered insolvent, is fraudulent as to partnership creditors, if the conveyance is made or obligation is incurred,

(a) To a partner; whether with or without a promise by him to pay partnership debts, or

(b) To a person not a partner without fair consideration to the partnership as distinguished from consideration to the individual partners.

As to partnerships, see arts. 73 and 73A.

An. Code, 1924, sec. 9. 1920, ch. 395, sec. 9.

9. (Rights of Creditors Whose Claims Have Matured.) (1) Where a conveyance or obligation is fraudulent as to a creditor, such creditor, when his claim has matured, may, as against any person except a purchaser for fair consideration without knowledge of the fraud at the time of the purchase, or one who has derived title immediately or mediately from such a purchaser,

(a) Have the conveyance set aside or obligation annulled to the extent necessary to satisfy his claim, or

(b) Disregard the conveyance and attach or levy execution upon the property conveyed.

(2) A purchaser who without actual fraudulent intent has given less than a fair consideration for the conveyance or obligation, may retain the property or obligation as security for repayment.

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.

Cited in *In Re Spotless Tavern Co.*, 4 F. Supp. 752.

An. Code, 1924, sec. 10. 1920, ch. 395, sec. 10.

10. (Rights of Creditors Whose Claims Have Not Matured.) Where a conveyance made or obligation incurred is fraudulent as to a creditor whose claim has not matured he may proceed in a court of competent jurisdiction against any person against whom he could have proceeded had his claim matured, and the court may,

(a) Restrain the defendant from disposing of his property,

(b) Appoint a receiver to take charge of the property,

(c) Set aside the conveyance or annul the obligation, or

(d) Make any order which the circumstances of the case may require.

See notes to secs. 1 and 9.