

Upon the death of the trustee, the insolvent court must appoint another. *Jamison v. Chestnut*, 8 Md. 39.

Where one of the permanent trustees dies and the other removes from the jurisdiction, insolvent court may appoint a trustee in their place, and thereupon provisional trustee must convey accordingly. *Glenn v. Karthaus*, 4 G. & J. 392.

The filing of the schedule of an insolvent is not a filing of the claim of an alleged creditor. *Strike v. McDonald*, 2 H. & G. 192.

An. Code, 1924, sec. 14. 1912, sec. 14. 1904, sec. 14. 1888, sec. 14. 1854, ch. 193. sec. 13. 1880, ch. 172. 1884, ch. 295. 1886, ch. 298. 1890, ch. 364. 1896, ch. 184. 1896, ch. 446.

14. No deed or conveyance executed, or lien created by any person being insolvent or in contemplation of insolvency, save as hereinafter provided, shall be lawful or valid if the same shall contain any preference, save such as result from operation of law, and save those for the wages or salaries to clerks, servants, salesmen and employes contracted not more than three months anterior to the execution thereof; and all preferences, with the exceptions aforesaid, shall be void, howsoever the same may be made; provided, the grantor or party creating said lien or preference shall be proceeded against under section 25 of this article, or shall apply for the benefit of this article under section 1 within four months after the recording of the deed or conveyance or the creation of said lien or preference, and shall be declared or shall become, under the provisions of this article, an insolvent; provided, that nothing in this section shall apply so as to set aside or render invalid the lien of any such judgments, mortgage or other conveyance executed by the debtor for money *bona fide* loaned or paid at the time of the creation of such judgments, mortgage or conveyance, but such shall remain a valid and subsisting lien, although the debtor may be proceeded against under or may apply for the benefit of this article.

When conveyances, etc., are fraudulent and void.

If the conveyances are in other respects valid and there are no proceedings in insolvency within prescribed time, conveyances are good. The term "insolvency" as used in this section means an inability to pay debts as they become due in ordinary course of business. Intention of this section; when a party subjects himself to its provisions. *Castleberg v. Wheeler*, 68 Md. 275.

An attempt to set aside a conveyance as fraudulent and made in contemplation of insolvency, denied. What must be established to avoid such a conveyance? Lapse of time between the conveyance and the application in insolvency. *Powles v. Dilley*, 9 Gill, 231; *Beatty v. Davis*, 9 Gill, 218; *Malcolm v. Hall*, 9 Gill, 180; *Powles v. Dilley*, 2 Md. Ch. 123; *Glenn v. Baker*, 1 Md. Ch. 76. And see *Brooks v. Thomas*, 8 Md. 371; *Dulaney v. Hoffman*, 7 G. & J. 175; *Hickley v. Farmers' Bank*, 5 G. & J. 380.

It is immaterial whether the preferences appear upon face of a written instrument, or are created by payments, transfers or otherwise, they are all void. When they are made the basis of an adjudication, the latter *ipso facto* strikes them down. *Vogler v. Rosenthal*, 85 Md. 45. See also *Applegarth v. Wagner*, 86 Md. 475.

A judgment to the effect that a party is not entitled to a discharge because of having made a deed to B. which was a preference, is not an adjudication *in rem* and conclusive upon rights of B. The status of property is not involved in such verdict and it is not evidence against B. After the lapse of twenty years an insolvent estate is presumed to be closed, and equity will not entertain a bill to set aside conveyances made by insolvent before his application unless it is satisfied that there are subsisting debts due by the insolvent. Both intent to take the benefit of insolvency and to give an unlawful preference, must appear to bring an act under this section. Proximity of time as an element in determining such intent. *Syester v. Brewer*, 27 Md. 313. See also *Maennel v. Murdock*, 13 Md. 177; *Powles v. Dilley*, 9 Gill, 222.

Whatever is the necessary consequence of an act deliberately done, the law presumes every man to intend. When the *quo animo* becomes an inference of law. *Gardner v. Lewis*, 7 Gill, 404.

Fact that a debtor at time he executed a conveyance could not apply for benefit of insolvent laws, is a strong circumstance to prove that it was not executed in contemplation of insolvency. *Glenn v. Baker*, 1 Md. Ch. 76.

The reservation in a deed for the benefit of creditors of a fee for the draftsman of the deed is a preference. *Wolfsheimer v. Rivinus*, 64 Md. 235.

For conveyances, etc., held to be preferences and void, see *Clark Co. v. Colton*, 91 Md. 207; *Applegarth v. Wagner*, 86 Md. 475; *Whedbee v. Stewart*, 40 Md. 421.