Conditional Contracts of Sales.

55.

Reservation of title in a conditional sale, though unrecorded, is valid between parties and as to antecedent creditors or purchasers, though void as to subsequent creditors. Where purchaser becomes bankrupt, having both antecedent and subsequent creditors, trustee takes property free of seller's lien, and its proceeds will be distributed among all creditors alike. *In re* Rosen, 23 F. (2nd), (D. Ct. Md.), 687.

Unrecorded conditional sale contract is void as to creditors, but where such contract is recorded sometime after its execution, it is valid against trustee in bankruptcy, unless there are creditors between date of its execution and date of record. *In re* Shipley, 24 F (2nd), (D. Ct. Md.), 991.

Unrecorded conditional sales, though valid as between the parties, are void as to third parties without notice. Cases reviewed. Burden of proof—see notes to art. 9, sec. 47. Motor Car Co. *v.* First Natl. Bank, 154 Md. 80.

Unrecorded conditional sale contract void as against party subsequently taking chattel in settlement of antecedent debt. Stieff *v.* Wilson, 151 Md. 600.

Where contract for sale of truck was recorded, subsequent purchaser from vendee is charged with notice of rights of vendor, even though vendee was automobile dealer. Finance Co. *v.* Defiance Motor Co., 145 Md. 100.

Contract for consignment of shoes to bankrupt held within this section. Trustee in bankruptcy entitled to assert invalidity of contract. Reliance Shoe Co. *v.* Manly, 25 F. (2nd), (C. C. A. 4th), 381.

Lien for repairs and storage of automobile subordinate to conditional sale contract recorded under this section since passage of act 1924, ch. 417 (art. 63, secs. 54-58). Goldenberg *v.* Finance Co., 150 Md. 302.

To third note to this section, page 617, vol. 1, of Code, add: And see *In re* Eichengreen, *et al.*, 18 Fed. (2nd), (D. Ct. Md.), 103.

See notes to art. 66, sec. 1.

Forms of Conveyancing.

56.

This section referred to in construing sec. 9—see notes thereto. Kelly *v.* Nagle, 150 Md. 135.

76.

This section referred to in denying claim of mistake or fraud in execution of deed. Boyle *v.* Md. State Fair, 150 Md. 344.

81.

See notes to sec. 76.

82.

See notes to sec. 76.

Defective Conveyances.

An. Code, 1924, sec. 87. 1912, sec. 85. 1904, sec. 83. 1888, sec. 82. 1888, ch. 485. 1890, ch. 120. 1900, ch. 3. 1904, chs. 123 and 258. 1906, chs. 1, 342, 516 and 783. 1908, ch. 259. 1910, ch. 588 (p. 64). 1912, ch. 85. 1914, ch. 259. 1916, ch. 151, sec. 1.. 1918, ch. 396, sec. 1. 1920, ch. 554, sec. 1. 1922, ch. 544, sec. 1. 1924, ch. 431, sec. 85. 1927, ch. 590, sec. 87. 1929, ch. 546, sec. 87.

87. All deeds, mortgages, releases, bonds of conveyances, bills of sale, chattel mortgages and all other conveyances of real or personal property, or of any interest therein or agreements relating thereto which may have been executed, acknowledged or recorded in the State subsequent to the