as in other cases, the *onus* is thrown upon the wife to shew that at the making of the deed the grantor had property, other than that mentioned therein, sufficient to pay all his indebtedness, Ellinger v. Crowl, 17 Md. 361. But such proof is not made by production of deeds of other property unaccompanied by proof of the existence of the property, or of the title of the grantor, or his possession or the possession of his grantee, and sufficient property must be shown to pay all the debts, Birely v. Staley, *supra*. Where a marriage settlement goes beyond the immediate objects of the marriage, and there are provisions for collateral relatives from whom no consideration moves, the settlement has nothing to do with the marriage, but is to be considered as a settlement purely for the purpose of providing for those relatives, and voluntary therefore as to creditors, even though the collateral relative be an adopted child, Smith v. Cherrill, 4 L. R. Eq. 390. But where a lady, owning estates on which there were several mortgages, proposed to live with her nephew, he to take a larger house, and she to contribute to the house-keeping expenses, to which he consented on condition that the property should be limited to him after her death, and a settlement was accordingly made, in which he covenanted to indemnify her against the mortgages, except as to the payment of interest during her life, and then performed the agreement on his part, but she afterwards left him and sold the estates, it was held, that the covenant for indemnity and the expense incurred by the nephew, on the faith of the settlement, were each sufficient to support it as for value, Townend v. Toker, 1 L. R. Ch. App. 446.

Assignments for creditors.—In deeds of assignment for the benefit of creditors, the grantor has been strictly held to the insertion of no conditions or provisions which may hinder or delay his creditors. The arbitrary control of the debtor over the payment of his debts is not restrained by the Stat. of Eliz., and he may prefer one creditor to others by a transfer of property in good faith, Kettlewell v. Stewart, 8 Gill, 472; Glenn v. Grover, 3 Md. 212;[35] the *onus* in such cases being on the latter to impeach it, and hence there is a distinction between the conveyance by a debtor of part of his property to secure particular debts, and the assignment of the whole for the benefit of creditors. In the former case the debtor may exact

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[35] **Debtor's right to prefer one creditor to another.**—Independent of some statutory regulation, such as the provisions of the bankrupt or insolvent law, a debtor in failing circumstances still has the right to prefer one creditor, even a near relative, to another, if he acts in good faith and upon proper consideration. Commonwealth Bank v. Kearns, 100 Md. 208; Thompson v. Williams, 100 Md. 199; Wise v. Pfaff, 98 Md. 581; Stockbridge v. Franklin Bank, 86 Md. 193; Castleberg v. Wheeler, 68 Md. 266; Trust Est. of Woods & Co., 52 Md. 536. And this appears to be so even though the grantee has knowledge that the effect of the conveyance and the intent of the grantor are to delay and defraud other creditors, provided he acts in good faith and does not participate in the fraudulent intent of the grantor. McCauley v. Shockey, 105 Md. 646; U. S. Co. v. Amer. Co., 181 U. S. 448. Cf. Johnson v. Stockham, 89 Md. 367. See also note 53 *infra*.