Deed for creditors containing preferences must convey all of grantor's property.—The first requisite to the validity of such a deed containing preferences, &c., is that it must convey all the debtor's property, joint and separate, reserving none for the use of himself or his family, Green v. Trieber *supra;* Sangston v. Gaither, 3 Md. 40; Maennel v. Murdoch, 13 Md. 164; Barnitz v. Rice, 14 Md. 26; Farquharson v. Eichelberger, 15 Md. 63; Bridges v. Hindes, 16 Md. 101; Price v. Deford, 18 Md. 196,[43] and in the case of partnerships the several, as well as joint, property of the partners must be conveyed, Citizens' Ins. Co. v. Wallis, 23 Md. 132.[44] An apparent exception to this exists in Maennel v. Murdoch *supra*, where the deed conveyed the assets of three firms, one of the partners in two of the firms not being a party to the deed and his separate estate not passing thereby, and yet the deed, by stipulating for releases to the firms, in effect stipulated for releases to that partner. The creditor who assailed the deed was, however, not a creditor of the two firms to which that partner belonged. The deed was held good by a divided Court. In Price v. Deford *supra*, the principle of this case seems to have been approved. There partners in a firm conveyed the assets of former firms of which they had been members, but no provision was made for the creditors of those firms. The deed did not exact releases. And it was held that the objection as to the creditors of those former firms did not arise upon the face of the deed, and was not such an objection as a creditor of the last firm could avail himself of, at least without evidence that there were such other creditors, and the assets of the other firms charged or bound in their favour.

The deed must also shew that it conveys all the estate of the debtor.[45]

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[43] Foley v. Bitter, 34 Md. 646; Crawford v. Austin, 34 Md. 49; Coakley v. Weil, 47 Md. 277; Stockbridge v. Franklin Bank, 86 Md. 189.

[44] **Partnership property.**—The deed must show on its face that it conveys all of the grantor's property, both partnership and individual. Loney v. Bayly, 45 Md. 447; Maughlin v. Tyler, 47 Md. 549. The weight of authority is against the power of one partner to make a deed for creditors, though the terms of the deed are broad enough to include the property of the partnership. Maughlin v. Tyler *supra*. A surviving partner may assign for creditors but where such assignment is for the benefit of his creditors generally, ignoring the preferences of partnership creditors, or where it is in violation of the insolvent law, it is void. Gable v. Williams, 59 Md. 46; Riley v. Carter, 76 Md. 593. A transfer by one partner to his co-partner of all his interest in a firm which is insolvent is fraudulent as against the partnership creditors, and the same principle applies when the transfer is by one retiring partner to two or more of his co-partners who continue the business. An assignment for creditors made shortly thereafter by the succeeding partners is therefore fraudulent in law. Franklin Co. v. Henderson, 86 Md. 452; Collier v. Hanna, 71 Md. 261. Cf. Coakley v. Weil, 47 Md. 277. As to the right of a creditor of a firm to assail a voluntary deed of his property made by one of the partners, see Hull v. Deering, 80 Md. 424.

[45] Maughlin v. Tyler, 47 Md. 545.

Fraudulent intent.—The mere fraudulent intent of the grantor is not