A deed of specifics is void on its face. It does not alter the law of the assignment that the debtor had other property wherewith to satisfy his other creditors, Sangston v. Gaither *supra*. In Blondheim v. Moore, 11 Md. 376, the deed was held void because it did not convey all the debtor's property in terms, though it might have done so in fact. In Barnitz v. Rice

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sufficient to avoid a deed for creditors which is valid on its face, unless the trustee is implicated in the fraud. Ferrall v. Farnen, 67 Md. 76; Du Puy v. Terminal Co., 82 Md. 408; Luckemeyer v. Seltz, 61 Md. 313. But if, in addition to the fraudulent intent of the grantor, the deed, though valid on its face, may by its terms and does in fact aid in the fraud, it is void; and in such case the innocence of the trustee, or of the creditors named therein, will not save it, since they are not protected as *bona fide* purchasers under the 6th Section of the Statute. Ferrall v. Farnen, *supra;* Foley v. Bitter, 34 Md. 646. But cf. Main v. Lynch, 54 Md. 658.

Nor is an actual fraudulent intent of the grantor essential to avoid the deed, provided its necessary effect is to hinder, delay and defraud creditors. Schuman v. Peddicord, 50 Md. 560.

Badges of fraud.—A deed hinders creditors when it authorizes the trustee to retain the property to await a rise in price; *contra*, where only a general sound discretion as to a sale is given to him in the interest of the trust. Maughlin v. Tyler, 47 Md. 545. Power given to the trustee by the deed to carry on the business of the grantor in his discretion is an obnoxious provision. Jones v. Syer, 52 Md. 211. So also where the purpose of the deed is to enable the grantor to continue in business unmolested by judicial process. Means v. Dowd, 128 U. S. 273; Robinson v. Elliott, 22 Wall. 513. Wherever the deed is made to conceal or cover up the debtor's property, or to force creditors to accept a compromise, or pursuant to an agreement with the assignee by which the debtor is to derive some benefit or advantage inconsistent with the rights of creditors, it will be struck down. Strauss v. Rose, 59 Md. 525; Collier v. Hanna, 71 Md. 253; Pitts Works v. Smelzer, 87 Md. 493; Miller v. Matthews, 87 Md. 464. Cf. Maskelyne v. Smith, (1903) 1 K. B. 671; (1902) 2 K. B. 158. But the fact that some of the debts preferred by the deed are fraudulent does not render the assignment a nullity. Mackintosh v. Corner, 33 Md. 598. Cf. Urner v. Sollenberger, 89 Md. 316. A provision in the deed for 8% commissions to the trustee is not *per se* such evidence of fraud as justifies a court in setting it aside. Herzberg v. Warfield, 76 Md. 446. The failure of a trustee for creditors to file a bond is not evidence of fraudulent intent on the part of the grantor. Palmer v. Hughes, 84 Md. 652. The fact that the debtor has fraudulently contracted debts within the meaning of the attachment law does not affect his assignment for creditors, unless there is some connection between such debts and the assignment itself. Strauss v. Rose, 59 Md. 525.

Confirmatory deed.—A deed void as to creditors cannot be aided by a confirmatory deed. Gable v. Williams, 59 Md. 46. Nor can an obnoxious provision therein be modified or explained by extraneous evidence. Jones v. Syer, 52 Md. 211. Cf. Price v. Pitzer, 44 Md. 521.