

to the full weight of an answer in chancery under other circumstances, it is, nevertheless, quite sufficient to put the complainant upon the proof of the allegations of his bill, and it is for him to show, that when the grantor executed this deed, he had no reasonable expectation of being exempted from liability, or execution for or on account of his debts, without applying for the benefit of the insolvent laws.

It is true, as was decided by the Court of Appeals in the case of *Dulaney vs. Hoffman*, 7 G. & J., 170, *the intent*, in cases of this description, may be established by facts and circumstances, as in other cases, and that proximity between the date of the assignment, and the application for the benefit of the law, is a circumstance worthy of consideration in connection with the other facts and circumstances in the case. But the other facts and circumstances of this case are so essentially different from those which are found in the case referred to, that it is impossible to suppose the court would have come to the same conclusion in this, as in that. Here, the creditors are all put on a footing of entire equality; there, a preference was given, unsolicited, to a few favored creditors, at the expense of the rest, without any attempt whatever to conciliate or adjust their claims against them. It was with reference to one party thus voluntarily preferring one creditor to the other, that the Court of Appeals say, he could have had no reasonable expectation of being exempted from liability, on account of debts due the injured creditors, except by an application for the benefit of the insolvent laws.

If, therefore, the decision of this case depended upon the existence of such expectations—that is, if the existence of such an expectation on the part of the grantor in this deed would render it invalid, I would still be unwilling to set it aside; because, looking to the provisions of the deed, and seeing their justice, and the good reason which the grantor may reasonably have entertained, that his creditors would acquiesce in it, I should have been strongly inclined to think, that he did expect exemption from their claims against him, without having recourse to the insolvent laws for relief. But as I have already