

granted here upon the bill referred to, is not directed against the grantees in the deed, but issued upon their application, or rather upon the application of one of them, in conjunction with other parties, and was especially intended to restrain the defendants, Albert and wife, and Norman, from obtaining a preference over the other creditors of Jones. And it is also to be remembered, that the deed is to put the creditors of Jones, with some inconsiderable exceptions, upon a footing of equality, the exceptions being confined to a class of creditors who, according to a principle of equity, or understanding, which extensively pervades the mercantile community of Baltimore, are entitled to a preference.

It would not, perhaps, be easy to show that a deed with such provisions is a violation of an injunction to prevent particular creditors of an insolvent from obtaining a preference over the rest. It might, I think, be fairly insisted that the deed and the injunction are perfectly harmonious. But it is said that the terms and provisions of the deed itself render it void. Now, in reply to this objection, it is certainly sufficient to say, that in the case of *James McCall and others vs. Hinkley and others*, recently decided by the Court of Appeals, a deed containing provisions quite as objectionable as the one under consideration, was adjudged to be valid. It is true, this decision was the result of a difference of opinion among the judges, the court being equally divided; but when to the members of the Court of Appeals Bench, who thought the deed effectual, there is added the weight of the opinion of the County Court from which the appeal was taken, there is certainly a preponderance of authority in favor of the deed. At all events, it would certainly be strange, if under these circumstances, at this time, and in the present stage of this cause, I should undertake to pronounce definitely against the present deed.

But assuming, for the sake of the argument, that the deed in question is inoperative and void, what is there to prevent the complainants, Winn and Ross, from falling back upon and maintaining themselves in their character of permanent trustees of Jones?