

to be good, when the proof shows that many of them were bad,) had drawn out more than his share of the profits, seeing that the articles of copartnership provided for its termination in various contingencies, in precise terms, and that it was brought to a close in exact conformity with the articles. I cannot bring myself to think that this is a case to which the principle contended for by the complainant's solicitor is applicable, and shall, therefore, consider it my duty to dismiss the bill, for without the aid of this principle, it seems impossible to regard him as the creditor of the defendants.

That the defendants had a clear legal right to terminate the partnership, and take possession of the property in the mode charged in the bill, is manifest from the decree of the Court of Appeals, which, without regard to the answer, dissolved the injunction, that, of course, deciding that even upon the bill the complainant had no title to interfere in that way.

THOMAS S. ALEXANDER, for Complainant.
JOHN NELSON, for Defendant.

WILLIAM H. KEIGHTLER ET AL	}	DECEMBER TERM, 1853.
vs.		
JACOB C. NICHOLSON ET AL.		

[ASSIGNMENT IN FAVOR OF CREDITORS—SEQUESTRATION—JURISDICTION.]

AN assignment in favor of creditors, though in other respects free from objection, must convey all the property of the grantor, and the *onus*, in this regard, is upon the party who sets up the deed.

A deed in favor of creditors, of specific articles of property, and which does not, by express terms, purport to convey all the property of the grantor, is not, on *that account*, absolutely *void*, but upon proof that the grantor had no other property, will stand, if its other provisions are legal.

The adjudicated cases in this state have not decided that an assignment in favor of creditors, which provides that the dividends of the non assenting shall be divided proportionably among the assenting creditors is void.

It would be irregular to decide upon the validity of such a deed upon the return