

In this report referred to, which was filed in the Superior Court on the 6th of January, 1853, the amount of money in the hands of the respondent is stated, and the sources from which derived, and the charges to which the trustee supposed it to be subject, and it concludes with expressing a desire that the trust should be administered under the supervision of the said court, and prays that notice to the creditors of Betts may be given preparatory to a distribution. Upon this report the Superior Court passed an order directing notice to be given accordingly to the creditors, on or before a day therein limited.

The deed from Betts to Ward referred to, and filed with his answer, bears date the 29th of January, 1851, and conveys to Ward, in trust, four policies of insurance, and the moneys to be recovered upon them. The deed recites that suits were then depending upon them in the Circuit Court of the United States for the Maryland district, and the trusts are :

1st, that the trustee shall apply the money, when received, to the payment of necessary expenses, including counsel fees, as agreed with the attorneys. 2nd, to the payment of commissions to the trustee. 3rd, to the payment of \$3,000, with interest from the 2d of December, then last past, to Richardson, Watson & Co., of New York, and the residue to divide, without preference, among all the other creditors of said Betts who may come in and release, as hereinafter stated, according to their respective claims, provided that each of said creditors receiving a dividend under the deed should, at the time of receipt, execute and deliver to said Betts a sufficient release in full of his demand, and in case of refusal of any of said creditors so to release the distributive share of the party so refusing, to be divided proportionably among the assenting creditors.

Shortly before, and during the argument, Mr. Ward moved to quash the sequestration, so far as it related to him, upon the ground, among others, that he has no property or effects of said Betts in his hands, bound by the writ, and had none such when it was issued to which Betts had any claim. And the first question presented is, whether the deed from Betts to Ward, before mentioned, is so utterly and absolutely void as to subject the