

property assigned by it to the trustee, to the claims of the complainants under the proceedings in this case.

The deed is of certain specific parcels of property, being four policies of insurance, and the moneys demandable under them. It does not upon its face purport to convey the whole of the property of the grantor, nor does it profess to be only of a part. These policies may or may not have constituted all his property, and therefore assuming that deeds of this character are void unless they embrace all the property of the debtor, there is nothing upon the face of this instrument which, by construction of law absolutely condemns it. Looking to the cases of *Green and Trammell vs. Trieber*, 3 *Md. Rep.*, 11, and *Sangston vs. Gaither*, *ib.*, 40, it can no longer be a question in this state, that a deed made by a debtor for the benefit of his creditors requiring releases, even though in other respects free from objection, must convey all the property of the debtor, and a reference to the case last referred to, will show that the *onus* in this regard is upon the party who sets up the deed.

The deed in *Sangston vs. Gaither*, like that in this case, was of certain specified property. It was not apparent upon its face whether it did or did not convey the whole of the grantor's property, and the court say, that question is left in doubt by the case stated, and I think it is quite manifest that if it could have been shown, *dehors*, the deed that the property conveyed by it constituted the whole estate of the grantor, and there had been nothing objectionable in its trusts, it would have been maintained as a valid instrument. But the deed in *Sangston vs. Gaither* was pronounced to be void, not merely or principally because it was not shown to embrace the whole property of the grantor, but because of its reservations for the use and benefit of the grantor himself.

It, therefore, appears to me that though the deed in this case is of specific articles of property, and does not, by its express terms, purport to convey all the property of Betts, it is not on that account absolutely void, but upon proof that the grantor had no other property, it would stand if its other provisions are legal.