

satisfy them all. If there be a reasonable doubt of the adequacy of his means, or if his property be so circumstanced, that delays, difficulties and expense must be encountered before it can be made available to his creditors, then, as I conceive, the voluntary conveyance must fall, because then it has the effect to delay and hinder his creditors. The language of the Court in *Salmon vs. Bennett*, 1 *Conn. Rep.*, 542, which case was the principal foundation of the decision of the Court of Appeals in *Worthington and Anderson vs. Shipley*, shows that these voluntary deeds must yield to the superior claims of creditors, if they operate either in prejudice of their rights or will occasion embarrassment in the prosecution of them. Speaking of voluntary conveyances which will be supported, the Court say, "A voluntary conveyance made to a child in consideration of natural love and affection, if the grantor is in prosperous circumstances, unembarrassed and not considerably indebted, and the gift is a reasonable provision for the child according to his state and condition in life, comprehending but a small portion of his estate, and leaving ample funds unencumbered for the payment of the grantor's debts, then such conveyance will be valid against debts existing at the time."

Now, although it may be quite possible that the validity of a voluntary conveyance will not depend upon the disposition which the grantor may make of his property among those who have natural claims upon him, that is, that it cannot be impeached, because it may produce inequality among his children, and, therefore, so far as his children are concerned, the words "comprehending but a small portion of his estate" are of no significancy, yet those words are very pregnant when we are considering the rights of creditors. The courts in introducing them, as indicating one of the qualifications upon the right of a party, who is in debt, to give away his property, show a marked anxiety to take care that no prejudice shall be done to creditors, and the employment of the other words, "and leaving ample funds unencumbered for the payment of the grantor's debts," in the same connection, and as a further restraint upon the power of the donor to part with his pro-