

Held, that as between plaintiffs and the People's Bank the question was whether the bank was a taker for valuable consideration, bona fide and without notice of the fraud; that if, when the bank took the proceeds in payment of their claim, they were not privy to the intent of the debtor to hinder and delay creditors, they would not be affected by the fact that the deed was void under the statute as against other parties. That, there being valuable consideration, there must have been an actual and express intent to defraud creditors, and the party accepting the proceeds must be shown to have been privy to such intent. That the burden of showing such want of good faith was upon the plaintiffs. That to show such want of good faith it must have been shown that the agent of the bank was aware that the whole amount of the indebtedness that W. C. & Sons agreed to pay had not been secured, and that novation had not taken place. That the facts relied upon as constituting the retention of a benefit not having been brought to his attention, and the trial judge having found against the question of notice, there was no participation in the fraud on the part of the bank, and the transaction, so far as they were concerned, was clearly good.

Held, otherwise as to W. C. & Sons, who were parties to the transaction.

Held, also, as to the payment by the assignee on the order of the debtor, to W. C. & Sons, of the sum of \$167, and the transfer of the choses in action, that the transactions were bad and could not stand. That W. C. & Sons were not bona fide takers for value, but were parties to the statutory fraud, and that the money and the choses in action could therefore be followed, and be made liable to the process of creditors in satisfaction of their claims.

Held, also, as to payments made by the debtor directly to creditors without passing through the hands of the assignee, that such sums were not recoverable from the assignee (a) because they had not passed through his hands, (b) because they had gone into the hands of bona fide takers for value without notice, and (c) because the property out of which the proceeds were realized had also presumably gone into the hands of bona fide purchasers for value without notice.

Held, also, that the assignee was not personally liable on account of having parted with property that he had in his hands (a) because he was not a trustee for creditors who repudiated the deed, and could not be made to account as such, and (b) because plaintiffs were only creditors when the assignment was made and could have nothing more than judgment and execution against the debtor's property wherever it could be found.

Held, also, that all conveyances interposed by the debtor between execution and the property were void under the statute, but that if the property was beyond the reach of an ordinary execution the Court could afford relief in the form of an equitable execution, if it had the necessary materials before it, but only to obtain property or proceeds which could be followed.

Held, also, that where there are materials, and there is nothing available for legal execution, there may be in the one action a prayer to set aside the deed, and a prayer for a receiver.