

the several persons, their respective interests, particularly specified, without any priority deed. The trustee in full whose value in his house was \$100. The creditors, allowed to execute within months from its date, could deem real estate creditors, full amount of execution was issued. Second—The execution issued, paid the full value, of Boston, for goods en-

thing. These preferential assignments are a crying fraud. *American Leading Cases*, 93. This assignment contains a reservation for the benefit of the debtor himself. In 20 *Johns. Rep.* 442, a deed of assignment was held fraudulent and void, under the Statute of Frauds, because it contained a stipulation that the shares or proportions of the creditors neglecting to execute it within the time limited should be paid to the assignor himself. (Cites *Burrill on Assignments*.) The assignment here is really for the benefit of the debtor. In 14 *Johns. Rep.* 458, it was held that a reservation to the assignor of part of the property assigned made the assignment fraudulent and void. In 5 *Johns. Chan. Rep.* 332, it was held that a particular provision in a deed that the creditors were not to be paid in proportion, etc., unless they should execute and deliver a complete discharge of their demands, was rigorous, coercive, and unjust. How can that be called an assignment for the general benefit of creditors, when only one particular class—perhaps only one particular creditor—can receive any benefit under it?

Sutherland, Q. C., contra. The assignment here is an assignment for the general benefit of creditors. All the cases cited on the other side are American cases. We are governed by the English law. In England a stipulation in an assignment for the release of the debtor, as a condition of receiving the benefit of the deed, has been held valid even against a claim of the crown. *Burrill on Assignments*, 144; *Re. v. Watson*, 3 Price, 6. A deed of assignment has also been sustained there containing a clause that creditors not coming within six months should be peremptorily excluded. *Gould v. Robertson*, 4 DeGex & Smale, 509. (Cites *Angell on Assignments*, 114.) The right of giving preferences to creditors in deeds of assignment, in cases not within the Bankrupt law, is admitted in England. *Burrill on Assignments*, 107. An assignment containing clauses enabling the trustees to employ the debtor in winding up the affairs of the estate, and in carrying on his trade, and to allow him out of the trust estate therefor, has been sustained. *Ibid*, 173; *Coate et al v. Wil-*