

said insolvent and curator against the defendant; and he prayed that defendants be, jointly and severally, condemned to pay to him in his quality of a creditor of the insolvent debtors Shaer & Eliasoph, for the benefit of the creditors of said estate, said sum of \$702.69.

The defendants denied the claim of plaintiff as creditor of said insolvent, and also the claim of the American Silkwaist Company against the estate of Shaer & Eliasoph, and any obligation to pay to said company any amount, and setting forth specifically that, if the defendant received any moneys or negotiable instruments from the firm of Shaer & Eliasoph, the same were given for valid consideration, and in payment of moneys or claim legally due by said firm; he denied also specifically the quality assumed by plaintiff, and the right to conclude for the payment of any sum of money to himself in his quality of creditor and for the benefit of the creditors in general.

The plaintiffs' answers are equivalent to a denial of the special allegation of the plea.

By an amendment the plaintiffs prayed that the defendants be condemned to pay to the curators of the estate Shaer & Eliasoph, instead of paying to himself as creditor of said estate.

The action was maintained by the following judgment:

"Seeing that both contestations have been joined for proof and hearing;

"Considering that it is abundantly proved that the defendant Morris Friedman was acting throughout solely as the agent of the female defendant Mrs Friedman doing business under the name of A. Friedman & Co., and that to the knowledge of Hyman I. Eliasoph who seems to