

November, went to Wallace and obtained from Lannis H. Betts a bill of sale executed in his own name, by which he undertook to convey all the goods and stock in trade of "Betts & Co." to said Morrison in consideration of the debt then due him by "Betts & Co." This bill of sale has never been registered or filed, by agreement as I find, between Morrison and L. H. Betts. At the time when this bill of sale was given a note was made by "Betts & Co.," to Morrison, drawn up and signed by L. H. Betts in the name of "Betts & Co." for \$1,700, the debt mentioned in the bill of sale payable on demand. Again the business of "Betts & Co." went on and further liabilities were contracted, that to the plaintiff amounting to \$1,400.

In June, 1909, Annie M. Betts was sued by her sister for a large sum, and, later on, conveyed her lands to her sister to secure her; then the defendant Morrison, on the 23rd June, 1909, appeared again with his bill of sale given to him as stated by L. H. Betts eighteen months before, and which was in his solicitor's safe during that time, and proceeded under such bill of sale to sell and did sell to one John Charman the entire stock in trade of "Betts & Co." for the sum of \$1,700, taking a note therefor made by Charman to "Betts & Co." or order, and at his request endorsed by "Betts & Co." to him.

This sale to Charman though apparently discharging Morrison's claim, did not do so, although Charman has actually paid \$1,000, on account of his note, and has given a new note for the balance, for on the following day, June 24th, he Morrison, issued a writ against L. H. Betts & Co. on the note for \$1,700 given in June, 1907, with the bill of sale. On this, judgment was entered for the sum of \$1,870, and \$22.50 costs against "Betts & Co.," upon which judgment, execution was at once issued and delivered to the sheriff.

This present action was commenced by the plaintiff Bentley on the 23rd June, 1909, on behalf of himself and the creditors of "Betts & Co.," other than the defendant Morrison, to set aside as fraudulent and intended to defeat and prejudice creditors the sale by Morrison to Charman, and the judgment entered up by Morrison against "Betts & Co.," and for an order that Morrison account for the moneys received by him from the sale of said goods to Charman, and an injunction restraining Morrison from disposing of the Charman note, and further proceeding under said judgment.