duty of the bankrupt, if he could find no one to take the money for the petitioners, to pay the same into the Bankruptcy Court. Upon failure to do so, the unpaid creditors are entitled to a summary order for payment.—*In re Reynolds*, 16 N. B. R. (S. D. N. Y.) 176.

Debt.—When A., at the time he purchases goods of B., intends either in whole or in part not to pay for them, he has "created a debt by fraud," within the meaning of the Bankrupt Act.—*In re Alsberg*, 16 N. B. R. (Del. Dist) 116.

2. And a like debt is created when the vendor is induced to sell his goods upon the representations of the buyer that he possesses property which he does not possess.—*Ib.*

Discharge.—A discharge obtained by fraud will be set aside.—*In re Augenstein*, 16 N. B. R. (Sup. Ct. Dist. of Col.) 252.

Fees.—1. The assignee of an insolvent debtor under the general assignment for the benefit of creditors is entitled to the disbursements legitimately made in the execution of his trust before the debtor was adjudged a bankrupt, but he is not entitled to services as preferred, nor to attorney's fees paid by him. As to these, proof as an ordinary creditor must be made.—*In re Lains*, 16 N. B. R. (Mi n.Dist.) 168.

2. Where property coming into the hands of an assignee is subsequently found to be subject to a lien, it is to be charged with the reasonable costs of keeping and selling it, as well as the assignee's fees; but not for services of an auctioneer, without showing that such services were necessary, nor for attorney's fees for services rendered the assignee in contesting the lien claim.—*In re Peabody*, 16 N. B. R. (Col. Dist.) 243.

Fraudulent Conveyance.—Fraudulent conveyances are not void but voidable by creditors, and property embraced in them does not vest absolutely in the assignee in bankruptcy as a portion of the bankrupt's estate.—*Phelps* v. *Curts*, 16 N. B. R. (Sup. Ct. Ill.) 85.

Fraudulent Preference.—1. In a suit to set aside a mortgage as fraudulent, if the defendant knew that there was a large amount of other unsecured debts which the debtor could not pay, and that a large part of the property was common to all, from which to get their pay, he knew that he was, in taking the mortgage, obtaining a fraudulent preference.—*In re Armstrong*, 16 N. B. R. (Vt. Dist.) 275.

2. Where a mortgage sought to be set aside was executed within the time named in the act to constitute a fraudulent conveyance, *held*, that the fact that the mortgagor had repeatedly failed to pay when promised, coupled with the knowledge of other debts owing by the mortgagor, constituted reasonable cause for him to believe that the insolvency which in fact existed did exist.—*Ib.*

Preference.—A creditor accepting security has no right to wilfully close his eyes to facts the existence of which he could have ascertained by the slightest effort.—*Lloyd* v. *Strobridge*, 16 N. B. R. (Cal. Dist.) 197.

Sale.—1. The objection that the purchaser at an assignee's sale was the attorney of the assignee, and as such incapable of purchasing, should be made in a court of bankruptcy, and cannot be made collaterally in another.—*Spilman* v. *Johnson*, 16 N. B. R. (Vt. Ct. App.) 145.

2. Where a claim was marked "worthless" by the bankrupt in his schedule, and it was sold by the assignee with other claims, the validity of the sale cannot be affected by the fact that the claim has turned out to be valuable in the hands of the purchaser.—*Phelps* v. *McDonald*, 16 N. B. R. (Sup. Ct. Dist. Col.) 217.

Subrogation.—S. and H. were partners, equally interested. Upon final settlement S. was found to owe H. a balance. As partners they guaranteed a debt to G, which they were decreed to pay and did pay out of the partnership assets. S. went into bankruptcy, when H. claimed a lien upon the individual estate of S., and to be subrogated for G. for one-half the debt. *Held*, that the debt being a partnership debt, and having been paid out of partnership assets, there was no right of substitution as against creditors of either partner. Such payment only created an item in the account between the partners.—*In re Smith*, 16 N. B. R. (E. D. Va.) 113.

Tradesman.—A bankrupt engaged in farming and trading, buying, and selling live stock, is not a tradesman, within the meaning of Sect. 5110 of the Revised Statutes.—*In re Rugsdale*, 16 N. B. R. (Dist. Ind.) 215.

Waiver.—Acceptance by a creditor of his dividend under a composition is a waiver of any claim of set-off.—*Hunt* v. *Holmes*, 16 N.B.R. (Mass. Dist.) 101.