

Hornsfield Riley, who is his mother, conceived the fraudulent scheme of defeating and defrauding the plaintiffs and defendants out of their said claims against him the said E. H. Riley, and in order the better to carry out such fraudulent scheme the said E. H. Riley procured his said mother, Georgina Jane Hornsfield Riley, to commence an action against him, her said son, in this honorable court in the said Judicial District, and on or about the said 19th day of March, 1888, in furtherance of said fraudulent scheme, the said E. H. Riley and Georgina Jane Hornsfield Riley caused judgment to be entered in said action in favor of the said Georgina Jane Hornsfield Riley for the sum of \$2,541.42 debt and costs, although the said E. H. Riley was not indebted to his said mother in any sum whatever, and caused a writ of execution to be issued upon said judgment, 10 and placed in the hands of the Sheriff of the said Judicial District wherein the said E. H. Riley carried on business, and the said E. H. Riley and Georgina Jane Hornsfield Riley caused the said Sheriff to levy upon the goods and chattels of the said E. H. Riley under said execution, and the Sheriff has sold a large part of said goods and received a large sum of money therefor, and the said Sheriff now holds such money, and a large quantity of such goods still remain unsold and in the custody of the said Sheriff under seizure as aforesaid.

5. The said plaintiffs and defendants shortly after the said 19th day of March, 1888, recovered judgment in this honorable court upon their respective claims against the said E. H. Riley and placed writs of execution in the hands of said Sheriff upon their said respective judgments; and the plaintiffs' said writs of execution have been ever since, and now are, in the hands of the said 20 Sheriff in full force and virtue for execution, but the defendants' writ of execution was as herein-after stated, withdrawn from the hands of the said Sheriff.

6. After the plaintiffs and defendants had so placed writs of execution in the hands of said Sheriff, they immediately notified the said Sheriff in writing that they claimed the said goods of the said E. H. Riley, or the proceeds thereof so seized by him as aforesaid under their several executions, on the ground that the said judgment of the said Georgina Jane Hornsfield Riley, against the said E. H. Riley, was not bona fide, but was obtained by fraud and collusion and without value, and in consequence of such claims the said Sheriff obtained an interpleader order from the Honorable Charles B. Rouleau, the judge of this honorable court, which interpleader order directed an issue to be tried, when the plaintiffs, other than H. Shorey & Co. 30 and the Ames Holden Company, Limited, and defendants were to be plaintiffs, and the said Georgina Jane Hornsfield Riley was to be defendant, to try the validity of such judgment of the said Georgina Jane Hornsfield Riley, to which interpleader order the defendants consented.

7. Shortly after the making of said interpleader order the defendants, with the intention of aiding the said Georgina Jane Hornsfield Riley and E. H. Riley in their said fraudulent scheme as against the plaintiffs, and in order to obtain the fruits of such judgment of the said Georgina Jane Hornsfield Riley entered into an agreement with the said Georgina Jane Hornsfield Riley and E. H. Riley whereby they, the defendants, were to abandon their connection with said interpleader proceedings and withdraw their said writ of execution against the said E. H. Riley, and the said Georgina Jane Hornsfield Riley was to assign to the defendants the said judgment so recovered by 40 her, and in consequence of such agreement the defendants did withdraw the said writ of execution