

writing, subscribed by the householder and his wife, and acknowledged as required in the execution of deeds conveying real estate, and that the statute was substantially complied with.

Judgments will be entered for the defendants in the three cases.

---

CURTIS and another v. WORTSMAN, Defendant, and another,  
Claimant.

*Circuit Court, S. D. Georgia, E. D. November Term, 1885.*)

1. ATTACHMENT—FRAUDULENT CONVEYANCE OR CONCEALMENT OF PROPERTY—LEVY—EVIDENCE.

Under a statute authorizing attachments where debtors fraudulently convey or conceal their property liable for the payment of their debts, where a claim is interposed after judgment and levy, the plaintiff has made out a *prima facie* case when he has shown that the property seized was in the possession of the defendant in attachment at the time of the levy.

2. FRAUDULENT CONVEYANCE—WHAT TRANSFERS VOID.

Every assignment or transfer by a debtor insolvent at the time, of real or personal property, or choses in action, to any person, either in trust or for the benefit of or in behalf of creditors, when any trust or benefit is reserved to the assignor, or any person for him, is void. Code Ga. § 1952.

3. SAME—INTENT TO DEFRAUD.

Every conveyance of property by writing, or otherwise, or contract of any description, made with intention known to the party taking to defraud or delay a creditor, is void. *Id*

4. SAME—CONVEYANCE VOID—AGREEMENT WITH WIFE OF DEBTOR.

When a conveyance of an entire stock of goods by a debtor to a favored creditor, in payment of a moiety of the debt, and a reconveyance from the creditor to the debtor's wife, she undertaking to become responsible for such moiety, is had in one day, and the wife carries on the business of the debtor in her name, employing her husband as clerk, a strong presumption of fraud exists as against a creditor whose claim for the purchase money of a large portion of the stock is thus defeated; especially is this true where all the conveyances are embraced in one document, paged 1, 2, and 3.

5. SAME—TRANSFERS BETWEEN HUSBAND AND WIFE.

In a transaction involving the transfer of property between husband and wife, the utmost good faith must be made to appear. The wife must show with great clearness that she was a *bona fide* purchaser, and that she had no reason to believe that the transfer was made to delay or defraud the creditors of her husband.

At Law.

*Charles N. West and W. H. Wade*, for plaintiffs.

*Garrard & Meldrum*, for defendants.

SPEER, J., (*charging jury*.) This case is an attempt by a creditor to subject certain property to the payment of a debt which is due and owing to that creditor by Wortsman, the defendant in attachment here. It is a business affair, and is to be determined by the rules of law. These questions are always important, because, if such disputes are not determined by the principles of law, most injurious consequences will follow in commercial transactions, and public confidence in the integrity of business and property will be at great haz-

ard. The consideration of the questions before the jury is dependent largely upon the law of the state of Georgia, as contained in section 3297 of the Code of Georgia. This provides that whenever a debtor shall sell, or convey, or conceal his property liable for the payment of his debts, for the purpose of avoiding the payment of the same, or whenever a debtor shall threaten or prepare so to do, his property is liable to attachment. The attachment in this case issued upon the grounds mentioned in this section of the Code. It is alleged in the petition that the debtor is selling, conveying, or concealing his property liable to the payment of his debts for the purpose of avoiding payment of the same, or that he has threatened or prepared so to do. Judgment has been rendered upon that attachment, and the property has been seized. The claimant, Mrs. Wortsman, appears before you, and insists that the property levied on in pursuance of the attachment is not the property of the defendant Wortsman, but is her property; and that forms the issue which you have to determine.

To arrive at a proper conclusion, you must consider the evidence which has been adduced on both sides. The plaintiffs in attachment, Curtis & Wheeler, make out a case under the law when they introduce their judgment, and when they show that the property levied upon was in possession of the defendant Wortsman at the time the levy was made. Evidence has been presented before you to show that at the time the attachment was levied on the stock of goods that it was in the possession of Wortsman; that Wortsman was in the store, and at his usual place of business; other goods were there. This makes out the case *prima facie* at the first glance for the plaintiff in attachment; and the property will be held subject to the payment of the debt, if there is no evidence before the jury to remove the legal presumption that the goods were the property of Wortsman. You will then consider the evidence submitted by the claimant. She insists that the property levied on consisted of a stock of goods which was bought by her from Einstein's Sons and from Mr. Roos, her uncle; that the entire stock had been levied on in pursuance of a foreclosure of mortgage on personalty which belonged to Einstein's Sons, and that there was an adjustment of the dispute; that she agreed to buy the mortgage which Einstein's Sons and Roos held; that she paid \$1,150 to Einstein's Sons, and that she owes Roos that amount still, but he is not requiring her to pay it just now; that she paid Einstein's Sons \$50 a week, in installments, and that she also agreed to pay the same amount to Roos; and they, having bought the stock of goods from her husband, conveyed it to her. The instruments purporting this transaction are in evidence before you.

The court charges you, gentlemen, that if the evidence for the claimant shows a *bona fide* purchase on her part, for a valuable consideration, it conveys the title of this property from Einstein's