

DEBTOR AND CREDITOR.

1. On a bill against A. and B. joint and several obligors, it was *held*, that the trustee, appointed by the decree to make sale of their real estate for the payment of the debt, should be directed to sell so much of the land held by A. in the first instance as would raise one-half of the debt, and to sell so much of the land held by B. in the first instance as would raise the other half of the debt, so far as, in that way, it might be found practicable; but with power to raise the amount by a sale of the whole at a succeeding period, if it can be done; or in the first instance, if it should appear to be absolutely necessary to do so. *Hoye v. Penn*, 23.
2. And where a sale had been made, as thus directed, of so much of the land of each as not only to pay the half of the debt, due from each; but to leave a surplus of the proceeds of sale to be returned to each; and afterwards the purchaser of the land of A. become wholly insolvent, and the land which had been so taken from A., on a resale, did not produce even a sufficiency to pay the one-half of the debt for the satisfaction of which it had been first sold; it was *held*, that to the amount of the surplus, A. was to be considered as a creditor entitled to come in *pro rata*, with the plaintiff, in the distribution of the proceeds raised by the second sale; but that neither the plaintiff, nor A., could have the deficiency of their respective claims made up to either of them out of the surplus arising from the sale of B's estate: the whole of which should be paid to him. *Ib*.
3. A voluntary conveyance to children, the grantor being indebted at the time is fraudulent against creditors, without any other evidence of a fraudulent intention. *Ib*.
4. The defendants, as heirs or devisees of the deceased debtor, to pay whose debts the lands have been sold, may have their respective interests adjusted, so as to have the surplus of the proceeds of sale distributed among them as such. *Ib*.
5. The share or dividend awarded to a party may be paid to his solicitor, or to his attorney in fact, on a power of attorney properly authenticated. *Ib*.
6. On a bill by a creditor, on its being shewn, that certain conveyances, by the debtor defendant to the other defendant, were executed for the purpose of defrauding the creditors of the debtor defendant, and without *bona fide* consideration; they were by decree declared to be void, as against the complainant, and the property ordered to be sold. *Strike's Case*, 50.
7. It was *held*, that, by such a decree, the plaintiff's claim must be taken to have been established; that the property directed to be sold was to be dealt with in that suit as if those annulled deeds had never existed; that the proceeds of sale must be brought into Court; and that a reservation of "all equities as to the distribution of the proceeds of sale, are reserved by the Court for hearing, on the trustee's report; on bringing into Court the money or securities arising on the sale," cannot be so construed as to abnegate any matter which had been thus decided. *Ib*.
8. But, it was *held* to be proper matter of further direction, under such a decree, in the first place, that the legal interest on the plaintiff's debt was to be computed and allowed; secondly, that an account