

Such must certainly be the case with regard to all the questions settled upon the former appeal.

The facts alleged, then, which constitute the complainant's equity, are, 1st, That after the judgments were rendered against Barnes and the two Masons, they executed a conveyance to the trustees, Yost and Price, on the 11th of October, 1839, of all their real estate in Washington county, and a large personal estate, in trust, to pay their debts according to their legal priority—the said trustees being the attorneys of the judgment creditors. 2d, That the existence of said deed was made known to said judgment creditors shortly after its execution, and that they acquiesced in the assumption by the trustees of control over the property conveyed, and suspended all proceedings upon their judgments. 3d, That by acts indicative of their intention to look for payment of their claims to the proceeds of sales which should be made by the trustees, they gave credit to them, and enabled them to make more advantageous sales for the creditors than could otherwise be effected. 4th, That the complainant was persuaded to make payment, from a belief, well founded in the conduct of the creditors, that they would look to the trustees, and only to the trustees, for payment of their claims out of the proceeds of the sales to be made by them. The court, after thus stating the equity of the bill, proceed to show what sort of a case the plaintiff must prove, to entitle him to relief; and in doing so, say that, “if the judgment creditors assented to the deed of trust, and by their conduct induced the complainant, and others, to become the purchasers of the land bound by their judgments, and to believe that they would look to the trustees for the payment of their claims, and not to the liens created by their judgments, that such conduct would furnish a valid equitable defence. To allow the judgment creditors, after such a course of conduct to enforce their judgments against the purchasers, would be to permit them to perpetrate a fraud upon the purchasers. The obvious consequence of such a procedure on the part of the judgment creditors, would be to lull the purchasers into a false security, and to induce them to believe that a title would follow the payment of the purchase money. Upon