

**INJUNCTION—Continued.**

administrator states the amount of assets, and upon the terms of bringing the assets into court, or obeying such other order of the court as the circumstances of the case may require. *Ib.*

See JURISDICTION, 8 to 12.

LIMITATIONS, STATUTES OF, 5.

MORTGAGOR AND MORTGAGEE, 4, 5.

**INSOLVENT LAWS.**

1. To avoid a deed under the acts of 1812, ch. 77, and 1816, ch. 221, it is necessary to show, not only that an undue and improper preference was given by the debtor, but also, that it was done with a view and under an expectation of taking the benefit of the insolvent laws. *Glenn vs. Baker*, 73.
2. Such intent may be established by facts and circumstances as in other cases, and the fact that a party, when he executed the deed, could not apply for the benefit of the insolvent laws, for want of the residence required to bring him within their provisions, is a strong circumstance to show that such was not his view and expectation at that time. *Ib.*

See CONSTITUTIONAL LAW, 11.

DEEDS VOID UNDER THE INSOLVENT LAWS.

FOREIGN CREDITORS.

**INTEREST ON LEGACY.**

1. Where no time is fixed by the will, for the payment of a legacy, it will bear interest from the expiration of one year after the death of the testator. *Crain vs. Barnes & Fergusson*, 152.

**JUDGMENTS AT LAW.**

See INJUNCTION, 10 to 14.

PRACTICE IN CHANCERY, 43.

**JUDGMENT CREDITORS.**

1. A judgment creditor, not a party to a suit, is not bound to seek payment out of the proceeds of sales in the hands of the trustee, but may prosecute his lien against the property, after its conveyance to the purchaser. *Duwall vs. Speed*, 229.
2. Where a party holding a bond of conveyance is in possession, and has paid the purchase money for the land, the court will direct a conveyance, which will prevail against creditors, whose judgments intervened between the equitable title of the bond and the legal title by the deed. *Brooks vs. Dent*, 523.

See EQUITY AND EQUITABLE DEFENCE.

JUDGMENT LIEN.

**JUDGMENT LIEN.**

1. Where a party executing a deed made a formal proposition to his creditors, in writing, which some of them accepting, the trust was created, and upon a dividend being made, a creditor received from the trustees an equal share with the rest, such creditor must be considered as affirming the deed, and of course bound by it. *Doub vs. Barnes*, 128.
2. But where a deed, in which all legal priorities were preserved, was ex-