

parently the entire management and control thereof. That no other person, to the knowledge of the witnesses has ever exercised any control or acts of ownership over the same. That said Grover had cut and sold wood, &c., from said place.

The complainants also filed with the commissioners the proceedings upon the application of said Grover for the benefit of the insolvent laws, by which it appears, that in the schedule of his property, after stating how he became possessed of said farm, and the conveyance thereof to McColm, said Grover, states as follows: "The conveyance to Mr. McColm was taken by him under the following agreement, between him and myself, to wit: that if within five years I should pay all my debts to him, on all accounts, he would convey the property to me, but that if the amount of all my indebtedness were not so paid, the farm and all the stock and utensils thereon should be sold and the said indebtedness be thereout satisfied." To this evidence McColm excepted, on the ground that it is not admissible as against him.

The only witness examined on the part of the defendant, was Charles F. Mayer, who states that the insolvent papers for said Grover were prepared by witness at his office, when no one was present except witness and Grover, and that witness attended Grover until he obtained his personal discharge. That McColm did not read said papers, and was not informed of their contents at and up to the time of Grover's obtaining his personal discharge.

The complainants excepted to the admissibility or competency as evidence in the cause, of any and all parts of the answers of the defendants, setting up any consideration affirmatively, as having been paid by said McColm to said Grover, or the trustees for the sale of the farm mentioned in the proceedings, for the property alleged to have been fraudulently conveyed to McColm.

The cause was removed to this court upon the suggestion of the defendant, McColm, and after argument by counsel, the following opinion was delivered: ]