

**Case No. 1,967.**

In re BROOME.

[3 N. B. R. 444 (Quarto, 113).]<sup>1</sup>

District Court, S. D. New York.

Feb. 8, 1870.

**BANKRUPTCY—PROHIBITED AND FRAUDULENT TRANSFERS—SUIT BY ASSIGNEE.**

When an assignment was made by bankrupt, of lands in Florida, for the benefit of such of his creditors only as should sign a compromise agreement, *held*, void as against assignee in bankruptcy.

[In bankruptcy. Proceeding by the assignee in bankruptcy of James E. Broome to set aside an assignment of the bankrupt's lands. Decree for assignee. For dismissal of petition to set aside a deed of trust, see preceding case, No. 1,966.]

John McDonald, for assignee in bankruptcy.

Alexander & Green, for voluntary assignees.

BLATCHFORD, District Judge. I think that the assignment executed by the bankrupt on the 10th of October, 1865, of lands in Florida, was made in fraud of his creditors, and that it must be decreed to be void as against the assignee in bankruptcy. It contains a provision appropriating the lands to the payment of such creditors as shall sign a compromise agreement, and of none others, with a direction that the surplus shall then revert to the assignor. It was not an assignment of the whole of the assignor's property. It was void under the laws of Florida as being an assignment to hinder and delay creditors.

<sup>1</sup> [Reprinted by permission.]