



however, but caused it to be assigned to one Alfred Berry, who says that he was ignorant of the transaction at the time and paid nothing on the mortgage. There seems to be some confusion in the testimony whether the Bonnell mortgage was paid by Berry before the execution of the agreement to sell the property to the claimant on the 19th of May, 1869, or with the five hundred dollars that Edmund Mead advanced on the delivery of the said agreement. But it is a matter of small consequence whether the mortgages were in fact paid by Edmund Mead or by Berry. In either case the person paying has no claim upon the estate of Peter Mead, as against his creditors, to have the amount refunded. The court has already decided that the transfer to Berry was a fraud and that Edmund Mead had cause to know that the fraud was being perpetrated upon the creditors of Peter Mead.

Under these circumstances he purchased the property at his peril, and when, after a long litigation, he was compelled to surrender it to the assignee, there does not remain in him any claim either for improvements upon the premises for reduction of incumbrances. The case falls within the rulings of the supreme court in *Railroad Co. v. Soutter*, 13 Wall. [80 U. S.] 517, and there must be an order entered expunging the claim.

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