

NOYES ET AL. V. BRENT.

{5 Cranch, C. C. 551.}¹

Circuit Court, District of Columbia.

March Term, 1839.

GARNISHEE—COMPENSATION FOR CASE OF
GOODS—GOOD FAITH.

A garnishee who received the goods of the defendant under a deed of trust, fraudulent in law as to some of the creditors, if he acted bona fide, is entitled to a reasonable compensation for his services in taking care of goods and selling them, whoever may be entitled to the net proceeds.

This was an attachment of the goods of Ezra Wilmarth, Jr., in the hands of Mr. William L. Brent, at the suit of William Noyes & Co. The garnishee held them under a deed to him by the defendant to secure a debt said to be due by the defendant to his father.

Mr. Marbury, for plaintiffs, prayed the court to instruct the jury, in effect, that if they should find the deed to the garnishee to be fraudulent in law, as to these plaintiffs, the garnishee is not entitled to retain out of the funds in his hands a compensation for services rendered by him as trustee under the deed, while acting for the supposed creditor intended to be secured thereby.

THE COURT, however (THRUSTON, Circuit Judge, absent), was of opinion that the garnishee, if he acted bona fide, was entitled to a reasonable compensation for his services in taking care of the goods and selling them, whoever might be entitled to the net proceeds.

{See Case No. 10,373.}

¹ [Reported by Hon. William Cranch, Chief Judge.]

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