Case No. 11,369.

IN RE PRATT.

[6 Ben. 165;[1] 9 N. B. R. 47; 21 Pittsb. Leg. J. 82.]

District Court, S. D. New York.   July, 1872.

NON-PAYMENT OF COMMERCIAL PAPER—INJUNCTION.

A petition in involuntary bankruptcy having been filed against P., an injunction was issued, which was served on him on December 6th or 7th, 1871, restraining him from making any disposition or transfer of his property. A subsequent petition was filed against him, the only act of bankruptcy alleged being the non-payment, for fourteen days, of a promissory note which matured November 29th, 1871; *Held* that, as the injunction on the first petition was in force when the second was filed, the debtor could not be said to have stopped or suspended and not resumed payment, for fourteen days, or the note in question.

[Petition to have Edward D. Pratt declared a bankrupt.]

David Crawford, for petitioner.

G. A. Seixas and W. A. Coursen, for debtor.

BLATCHFORD, District Judge. The only act of bankruptcy alleged in the petition in this case is the non-payment for fourteen days of a promissory note, which matured November 29th, 1871. But it is shown in defence, that, on a petition in involuntary bankruptcy, filed against the debtor by another creditor, on the 5th of December, 1871, in this court, an injunction was issued, which was served on the debtor on the 6th or 7th of December, restraining him from making any transfer or disposition of his property. Under these circumstances, he could not apply any of such property to the payment of the note in question. The injunction continued to be in force when the petition in the present matter was filed. Consequently, the debtor cannot properly be regarded as having, prior to the filing of such petition, stopped or

suspended and not resumed payment, for a period of fourteen days, of the note in question. The petition is dismissed, with costs.

[1] {Reported by Robert D. Benedict Esq., and here reprinted by permission.}