reasonable delay in enforcing his right or claim? The suit was commenced on April 26, 1884. The money, for which the decree in *Holladay* v. *Elliott* is claimed to be a security, was advanced to Elliott by White at intervals of less than a year, and in almost every month of each year, except the year of 1878, from June 13, 1874, to March 25, 1879. It was advanced, not on account, but on an agreement to do so, from time to time, as Elliott might demand or require it, and but for the provision in the agreement as to the time of payment, the right of action against Elliott to recover the same, or any portion thereof, would not have accrued to White until the whole amount was delivered or advanced or offered and declined. But the agreement for the advance or loan provides that the first $12,000 shall be repaid within one year from the advance of the last installment thereof, which was made before September, 1874, and therefore the right of action to recover this sum accrued by September, 1875, and was barred in six years thereafter, and before the commencement of this suit. Or. Code Civil Proc. § 6, sub. 1. The delivery of the remaining $10,589.65 was completed on March 25, 1879. and without any contract as to when it should be repaid, and therefore it became payable at once; but even then the right of action to recover the same occurred within six years before the commencement of this suit. Upon this state of the case White could, at the commencement of this suit, have maintained an action against Elliott to recover this second sum, but not the first one.

But it is immaterial whether an action could now be maintained by White against Elliott to recover this money or not. This is not such an action, but a suit brought by a person claiming to be the assignee of a decree to subject the property of the debtor therein to its payment and satisfaction. And it can be maintained, although the right of action against Elliott to recover the money in question is barred by lapse of time. The statute bars the remedy against Elliott in six years, but does not destroy the debt, and it still exists for the purpose of enforcing any lien or pledge given to secure its payment. *Quantock* v. *England*, 5 Burr. 2628; *Sparks* v. *Pico*, 1 McAll. 497; *Myer* v. *Beal*, 5 Or. 130; *Goodwin* v. *Morris*, 9 Or. 322; 2 Pars. Cont. 379; Rap. & Law. Dig. "Limitations."

Assuming, then, for the present that the plaintiff is the assignee of the decree against Ben Holladay, and that the latter has no property in this jurisdiction subject to execution, except that which he has conveyed or disposed of to Joseph Holladay with intent to hinder and delay the enforcement of said decree, the plaintiff has a clear right to maintain this suit to set aside said conveyance or disposition so far as it is an obstacle in the way of such enforcement, unless he has delayed the commencement of the same unreasonably. 3 Pom. Eq. Jur. § 1415; Wait, Fraud. Conv. § 60.

The only questions that Elliott can litigate in this case are his indebtedness to White and the assignment to the plaintiff, both of which

are confessed by his demurrer, subject to the objection that they are void for champerty. The indebtedness of Ben Holladay to the owner of the decree against him is also admitted, and the only other question open to contest in the case is the validity of the transfers and conveyances to Joseph Holladay, and the extent of Effinger's claim for compensation as an attorney; and the objection of laches can only be made by said Holladay. As was said by this court in *Manning* v. *Hayden*, 5 Sawy. 379: "In the consideration of purely equitable rights and titles, courts of equity act in analogy to the statute of limitations, but are not bound by it;" and in *Hall* v. *Russell*, 3 Sawy. 515: "When an action upon a legal title to land would be barred by the statute, courts of equity will apply a like limitation to suits founded upon equitable rights to the same property." As has been said, so far as Joseph Holladay is concerned, this is a suit to set aside certain transfers and conveyances to him by Ben Holladay, so far as may be necessary to satisfy the decree against him, on the ground that they were made with intent to hinder and delay the plaintiff in the enforcement of the same, contrary to the statute of frauds, (Or. Laws, 528, § 51; 13 Eliz. *c.* 5;) and upon the question of time is analogous to an action to recover the possession of the property, and ought ordinarily to be considered as barred within the same time as such action. An action to recover the possession of real property is not barred in this state until 10 years from the time the right to maintain it accrues, (Sess. Laws 1878, p. 22;) and an action to recover the possession of personal property, or damages for the taking or detention thereof, may be brought within six years from the time the cause of action accrues.

The decree in question was obtained on August 15, 1879, and if the right to maintain this suit accrued then, as I think it did, the plaintiff has not been guilty of laches. Following the analogies of the statute as applied to actions at law, the suit was commenced in time, both as to the real and personal property affected by the alleged invalid disposition to Joseph Holladay.

The assignment by Elliott, among other things, of all his right, title, interest, and claim, both in law and in equity, in the firm of Ben Holladay & Co., was valid and operative, and transferred to the plaintiff all his interest in said firm. 1 Pom. Eq. Jur. § 168; Burr. Assignm. § 100. It also gave him the option to make himself a party to the litigation then pending between Elliott and his partners in said firm, to ascertain and determine their respective interests therein and liabilities thereto, or to allow it to proceed in the name of the assignor for his benefit. *Ex parte Railroad Co.* 95 U. S. 226.

But counsel for Joseph Holladay insists that this "secret assignment was a fraud upon the courts," and ought not, therefore, to be upheld. But this assertion is certainly unfounded in both law and fact. The contention with Holladay and Emmett, whether conducted in the name of Elliott or Hickox, turned, so far as the former was