BADGER v. MULVILLE.

(*Circuit Court, S. D. New York.* November 17, 1884.)

REMOVAL OF CAUSE—TIME OF APPLICATION.

A cause cannot be removed from a state court after the term at which it stood for trial, although the exigencies of the business of the court at that term were such that it could not be reached.

Motion to Remand Cause.

Wm. W. Badger, in person.

G. A. Siexas, for Mulville.

WHEELER, J. This cause stood for trial at the September term of the city court. It was not removable at a subsequent term, although the exigencies of the business of the court at that term were such that it could not be reached. The motion to remand is granted, with costs.

GRINDROD and others v. CRINE and others.

(*Circuit Court, S. D. New York.* December 4, 1884.)

REMOVAL OF CAUSE—CITIZENSHIP.

Where the controversy is wholly between citizens of different states, although not wholly between citizens of the state where the suit is brought and citizens of other states, and the party petitioning for removal appears from the pleadings to be actually interested in the controversy, the case may be removed, under section 2 of the act of 1875, on petition by him alone.

Motion to Remand.

Wm. J. Lipman, for Crine.

WHEELER, J. The pleadings do not show the citizenship of the parties. The petition for removal shows that the plaintiffs are all citizens of Pennsylvania; that the petitioning defendant is a citizen of Massachusetts, and the other defendants are citizens of New York. The controversy is therefore wholly between citizens of different states, although not wholly between citizens of the state where the suit was brought and citizens of other states. The petitioning defendant appears from the pleadings to be actually interested in the controversy. Under the act of 1875, "either one or more of the plaintiffs or defendants, actually interested in such controversy, may remove said suit." Supp. Rev. St. p. 174, § 2. Accordingly, this suit was properly removed by the petitioning defendant alone. *Barney* v. *Latham*, 103 U. S. 205; *Kerling* v. *Cotzhausen*, 16 FED. REP. 705; *Mosher* v. *St. Louis, etc., Ry. Co.* 19 FED. REP. 849.

The motion to remand is denied.

CURRY and others, Assignees, etc., *v.* LLOYD and others.

(*District Court, W. D. Pennsylvania.* September 3, 1884.)

1. BANKRUPTCY—EQUITY OF CREDITORS.
   Creditors can work out equities only through the rights of the parties where there is no fraud.
2. SAME—ERECTION OF DWELLING FOR SON—CHARGE ON LAND.
   A banker, at a time when he was entirely free from pecuniary embarrassment, and apparently possessed of abundant means of his own, without fraudulent or wrongful intent voluntarily erected a dwelling-house upon his son's land without request of the son, who innocently acquiesced in the gratuitous act of his father, believing him to be a man of great wealth. The father suspended about the time the building was completed, in consequence of a general financial panic, and he was subsequently adjudged a bankrupt. Upon a bill filed by his assignees, *held*, that the voluntary expenditure so made by the father was not a ground for charging the son or his land.
3. SAME—EQUITABLE RELIEF DECREEABLE UNDER GENERAL PRAYER.
   A bill in equity charged that, in pursuance of a fraudulent conspiracy between grantor and grantee to defraud the creditors of the former, a voluntary deed of conveyance of land was made and subsequent improvements put thereon by the grantor, and the specific prayers of the bill were that the deed be declared null and void as against the creditors of the grantor, and for the reconveyance of the land and an account of rents. The proofs did not sustain any of the allegations of fraud, and it appeared that the deed of conveyance was for a valuable and adequate consideration. *Held* that, under the prayer for general relief, compensation for the value of the improvements was not decreeable.
4. SAME—DEALINGS BETWEEN PARENT AND CHILD.
   Business dealings between parents and children, or near relatives, are to be treated as are the transactions of other people, and if the *bona fides* thereof is attacked the fraud alleged must be proved.

In Equity.

George M. Reade and *George Shiras, Jr.*, for complainants.

Samuel S. Blair and *John M. Kennedy*, for respondents.

ACHESON, J. For many years prior to the transactions out of which this litigation arose, William M. Lloyd was a banker of good financial repute. He individually carried on the banking business under the style of Wm. M. Lloyd & Co., at Altoona, Pennsylvania, his place of residence, and in the name Lloyd & Co., at Ebensburg, Pennsylvania; and he was also a partner in the banking firms of Lloyd, Caldwell & Co., at Tyrone, Pennsylvania; of Lloyd, Huff & Co., at Latrobe and Greensburg, Pennsylvania; and of Lloyd, Hamilton & Co., at New York city. His credit stood very high, and was undoubted until after the financial crisis which came upon the country in the fall of 1873.

On the thirtieth of October of that year he was compelled to suspend; his financial difficulties, it would seem, having their origin in the New York house. He soon submitted a statement of his affairs to his creditors, who, at a general meeting, granted him an extension for one, two, three, and four years. Such was the confidence felt in his ability to pay under the extension that his neighbors in large numbers became his guarantors in different sums, the aggregate amount being $425,000. He resumed business on February 2, 1874.