would be compelled to find that the deed was made with the intent to put the property beyond the reach of Ferguson's creditors, and that Greenbank, having received and held the deed in furtherance of that design, has no standing in equity.

It follows that the conclusions of the master should be set aside, and the bill dismissed, at the complainant's costs, but without prejudice to his rights as mortgagee. So ordered.

SIOUX NAT. BANK OF SIOUX CITY v. CUDAHY PACKING CO.

(Circuit Court, N. D. Iowa, W. D. October 16, 1893.)

1. EQUITY JURISDICTION—REMEDY AT LAW.
A packing company making daily purchases of stock gave to the sellers tickets for the amounts due, payable at the office of a trust company. By arrangement between the trust and packing company, the former paid these tickets on presentation, and received from the latter a draft for the amount, payable at Chicago or Omaha banks. The trust company, becoming insolvent, was unable to pay the tickets issued on a certain day, and thereupon made an arrangement with a bank to advance the necessary money, indorsing to it the corresponding draft of the packing company. The packing company refused to pay this draft, on the ground that, at the time the same was drawn, it had on deposit with the trust company a sum in excess of the amount of the draft, which it claimed should be set off against the draft. *Held*, that a bill by the bank against the packing company setting up these facts should be dismissed, because complainant had an adequate remedy at law.

2. SAME—SUBROGATION.
There was no ground for the application of the doctrine of subrogation, on the theory that the bank was entitled to succeed to the rights of the ticket holders who had been paid with its money, as the bank held, in the draft itself, all the security upon which it advanced the money.

In Equity. Suit by the Sioux National Bank of Sioux City against the Cudahy Packing Company. On demurrer to the bill, on the ground that it fails to show a case for equitable relief. Demurrer sustained.

Joy, Call & Joy, for complainant.
Lewis & Holmes, for defendant.

SHIRAS, District Judge. As averred in the bill, the facts in this case are as follows: The Cudahy Packing Company is engaged in the pork-packing business at Chicago, Omaha, and Sioux City, and in conducting this business at the latter place, in the spring of 1893, it made daily purchases of hogs, giving to the persons selling the same tickets for the amounts due, which were payable at the office of the Union Loan & Trust Company in Sioux City. The arrangement between this company and the packing company was to the effect that the former would pay the tickets upon presentation, and the packing company would deliver to it an instrument, termed a "voucher," whereby the packing company declared itself to be "a debtor to the Union Loan & Trust Co. for the purchase of live stock this day, as follows: * * * When approved and dated and signed, this voucher becomes a draft of the Cudahy

Packing Co., of South Omaha, Neb., payable through the Union Stock Yards National Bank of South Omaha, or the Bankers' National Bank of Chicago, for ———." It is further averred in the bill that on the 24th day of April, 1893, the Cudahy Packing Company executed a voucher in the usual form, whereby it acknowledged itself to be a debtor to the Union Loan & Trust Company in the sum of $13,509.52, and the same was duly approved, dated, and signed by the proper officers of the packing company, and thereby became a draft for the said sum of $13,509.52, drawn upon the Cudahy Packing Company, and as such was delivered to the Union Loan & Trust Company; that the latter was in fact in an insolvent condition, and had not in hand the money necessary to pay the tickets drawn on it by the packing company, and delivered to the persons from whom that company had made purchases of live stock; that thereupon the Union Loan & Trust Company applied to the Sioux National Bank to advance the money necessary to pay the tickets, and to that end the trust company delivered to said bank the draft above described, and thereupon the bank accepted the draft, and gave the trust company credit for the amount thereof, and agreed to pay and did pay the checks of the trust company given in payment of the ticket presented to it, and issued by the packing company for the live stock bought by it. It is further averred that the packing company was promptly notified of the action thus taken, but that, upon presentation of the draft to it, it refused to accept or pay the same, assigning as a reason that, at the time the draft was executed, it had on deposit with said Union Loan & Trust Company a sum in excess of the amount of the draft, which it claims is a set-off to the draft delivered to the complainant.

It is averred in the bill that, under the circumstances set forth, the defendant company is equitably estopped from claiming the set-off against the draft, and the prayer is that the defendant be decreed to pay the amount of said draft, with interest and costs. To this bill a demurrer is interposed, upon the ground that the remedy at law is complete and adequate, and that the facts averred fail to show cause for equitable relief. According to the averments of the bill, the agreement under which the bank advanced the sum needed for the payment of the ticket drawn upon the trust company was a contract between the trust company and the bank with which the packing company had no connection. The bank agreed with the trust company that it would give credit to the trust company, and pay its checks for the given amount, and in consideration thereof the trust company delivered to the bank the voucher or draft executed by the packing company. From the averments of the bill it does not appear that the trust company attempted to create, or that it had the authority to create, any relation of debtor and creditor between the bank and the packing company, other or different from that growing out of the execution and delivery of the vouchers or draft. It is that instrument, read in the light of the attending circumstances, which determines the relation between the complainant and defendant. It is, in substance, averred in the bill, that this instrument is an inland bill of ex-

change or commercial draft, and that the holder thereof is entitled to all the rights of a purchaser for value of negotiable paper. To secure and enforce these rights, if they in fact exist, does not require the aid of a court of equity.

The question whether the defendant can set off against this draft in the hands of the bank the deposit held by it in the trust company is a question which can be fully determined in a law action. There is nothing, therefore, in the averments in the bill which shows a necessity for invoking the aid of a court of equity in order to solve the questions at issue between the parties, or to secure adequate relief to the complainant. In argument it is claimed by counsel for complainant that the bank is entitled to be subrogated to the rights of the holders of the tickets which were taken up by the money passed to the credit of the trust company under the arrangement already stated.

No foundation is laid in the bill for relief of this character, nor do the facts alleged constitute a case for the application of the doctrine of subrogation. These tickets gave the holders thereof the right to demand payment thereof from the trust company, as the agent of the packing company. When presented to the trust company, they were paid by checks drawn by the trust company upon a deposit made to the credit of the trust company in the Sioux National Bank. To secure this credit, the trust company had indorsed to the bank the draft furnished by the packing company. The bank holds all the security upon which it agreed to advance the money to the trust company. It did not buy the tickets from the holders thereof, nor did it rely thereon in making the advance to the trust company. No grounds exist for holding that the bank has succeeded to the rights of the ticket holders, and, even if such ground did exist, the holders of the tickets have no existing rights against the packing company. The acceptance by them of the tickets in question gave them the right to demand of the trust company payment of the sum for which the tickets called, and the trust company has discharged the obligation resting upon it by paying the tickets upon presentation. All the obligations created by the execution and delivery of the tickets have been thus fully performed. It is true that, to provide the means to pay these tickets, the trust company secured a loan from the Sioux Bank, but that fact did not have the effect of making the bank the equitable owner of the tickets. It might be true that the bank could be subrogated to the rights of the trust company as against the packing company, but that is what the bank is desirous of avoiding. But, however this may be, it is clear that the complainant is seeking to enforce the rights belonging to it as owner of the vouchers or draft delivered to it by the trust company, and to do so does not require the aid of a court of equity.

The remedy at law being adequate, it follows that the demurrer must be and is sustained.

WALKER et al. v. BROWN et al.

(Circuit Court, S. D. Iowa, Central Division. September 9, 1893.)

1. EQUITY JURISDICTION—REMEDY AT LAW—CONTRACT LIEN.
An agreement made with a prospective creditor of a mercantile firm by one who has loaned bonds to it that such bonds, "or the value thereof," shall not be returned to him until any money owing to such creditor shall be paid, and that the bonds, "or the value thereof," shall remain at the risk of the firm's business so far as any claim of such creditor is concerned, does not create a lien on the bonds themselves, for the owner has a right to take them back at any time by paying their value into the firm; and hence the taking of them back without leaving their value is a mere breach of contract, for which the proper remedy is damages at law, and a bill in equity will not lie to subject the bonds or their proceeds to the creditor's debt.

2. BILL OF DISCOVERY—WHEN SUSTAINABLE.
A bill brought against an administrator to enforce an alleged lien upon certain bonds or their proceeds belonging to the estate, there being in fact no lien, cannot be sustained as a bill for discovery, merely, because of a prayer for disclosure as to the whereabouts of said bonds, and whether they or their proceeds now constitute part of the estate, and for an accounting touching the assets of the estate and the administrator's dealing therewith, especially when the answer fully shows the whereabouts of the bonds.

3. SAME—TRUSTS—ADMINISTRATOR AND CREDITOR OF ESTATE.
A creditor of an estate is not such a cestui que trust of the administrator as will entitle him to maintain a bill in equity in the federal courts for the purpose of securing accounting by the administrator and payment, merely on the ground of the trust relation, unaided by averments of fraud, maladministration, or nonadministration.

In Equity. Bill dismissed for want of jurisdiction.

Willits, Robbins & Case, for complainants.
Kauffman & Guernsey, for respondents.

WOOLSON, District Judge. This is an action in equity, brought by James H. Walker, Columbus R. Cummings, and William B. Howard, residents and citizens of the state of Illinois, and doing business under the name and style of James H. Walker & Co., against Anna L. Brown, in her own right and as administratrix, and Willis S. Brown and Edward L. Marsh, as administrators, of the estate of Talmadge E. Brown, deceased, all of said respondents being residents and citizens of the state of Iowa.

The facts, as contended for by complainants, are substantially as follows: That in the summer of 1889 a corporation known as the Lloyd Mercantile Company, doing business at Ellensburg, Wash., was indebted to said Walker & Co. for merchandise sold to said company. That about August 1, 1889, a copartnership under the name and style of Lloyd & Co. succeeded to the assets and assumed the liabilities of said mercantile company. That said Lloyd & Co. applied to said Walker & Co. for sales of merchandise upon credit. That, as said Walker & Co. understood, one Talmadge E. Brown had been a stockholder in said mercantile company, and his relation was now changed, as to said new company, to that of a creditor of said Lloyd & Co. That Walker & Co. declined to make said sales upon credit to said Lloyd & Co.