

the state of their affairs, or obtained credit from them or others thereby. They admitted their liability to the complainants, but denied that they had ever ceased to carry on their business, until restrained by the injunction, or had ever discontinued the payment of their just debts and liabilities, having, on the contrary, applied their receipts to the payment of large sums to their most importunate creditors. They admitted having called a meeting of the creditors of the firm, their object having been to procure an extension of time from them, which they believed would have relieved them from their embarrassments, and stated, that at the request of some of the creditors present, they undertook to prepare an exhibit of the state of their affairs, but that some of the complainants to whom they showed the result, pronounced their statement false and fabricated; whereupon they offered to have their books examined under the supervision of one of the clerks of the complainants, and had always been ready to do so; that their books have ever been open to the inspection of their creditors, and that many of them, not parties to the bill, to whom they had been shown, expressed a willingness to continue their business relations with them. The defendants stated, that they were perfectly solvent, and had been so, ever since they began business, and never did admit the contrary to any one, nor did they ever state that they had created no liens upon their stock, but averred that some of the complainants, at least, had notice of said assignments immediately after they were made, that said assignments were not made in fraud of creditors, or with intent to take the benefit of the insolvent laws, but were made to secure the grantees on account of loans made by them to the defendants, and in compliance with promises made them by defendants, to secure them in that way whenever they should request it; and that it was only at the urgent request of the grantees that they had executed the bills of sale. They stated that they had been selling off their goods prior to the injunction, but without any deviation from the usual course of business, and had applied their receipts to the payment of their debts, or the replenishing their stock in trade; and that