

CREDITORS—*Continued.*

RESULTING TRUST, 3.

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See JURISDICTION, 3.

DECREE.

See PRACTICE IN CHANCERY, 1, 37, to 40 and 48.

DECREE FOR AN ACCOUNT.

DECREE DORMANT FROM LAPSE OF TIME.

DECREE FOR AN ACCOUNT.

A decree for an account in a suit by one or more creditors against the executors, either for themselves or on behalf of themselves and all other creditors, is for the benefit of all and in the nature of a judgment for all, and from the date of such decree an injunction will be granted upon motion of either party, and upon due disclosure of assets, to stay all proceedings of any creditor at law. *Boyd & Hance vs. Harris*, 466.

See INJUNCTION, 16.

DECREE DORMANT FROM LAPSE OF TIME.

1. The act of 1842, ch. 229, only provides a more summary and economical remedy, when cases abate either before or after decree, by the death of parties, and does not embrace the case of a decree which has become dormant from lapse of time. *Franklin vs. Franklin*, 342.
2. The legal presumption, when the three years from the date of the decree have elapsed, is, that it has been executed or satisfied, and the appropriate remedy is to revive it by a bill of revivor. *Ib.*

DEEDS VOID UNDER THE INSOLVENT LAWS.

1. To avoid a deed under the acts of 1812, ch. 77, and 1816, ch. 121, it is necessary to show, not only that an undue and improper preference was given by the debtor, but also, that this was done with a view or under an expectation of taking the benefit of the insolvent laws. *Glenn vs. Baker*, 73.
2. Such intent may be established by facts and circumstances as in other cases, and the fact that a party, when he executed the deed, could not apply for the benefit of the insolvent laws, for want of the residence required to bring him within their provisions, is a strong circumstance to show that such was not his view and expectation at that time. *Ib.*
3. The facts of this case distinguished from those of *Dulaney vs. Hoffman*, 7 *Gill & Johns.*, 170. *Ib.*
4. It has been settled by the highest authority in this state, that a debtor in failing circumstances, may prefer one creditor to another, by a transfer of his property made in good faith, and that in similar circumstances, a transfer by a debtor of his whole estate to trustees for the benefit of all his creditors, is free from objection. *Malcolm vs. Hall*, 172.
5. Yet if such payment or transfer be made with a view, or under an expectation of taking the benefit of the insolvent laws, and with an in-