

character, the law imposes on the transferee the burden of establishing both a valuable consideration and the bona fides of the transaction by clear and convincing testimony. Gardner v. Kirven, supra; Farmer's Bank v. Bradham, 129 S.C. 270, 123 S.E. 835 (1924).

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All parties have agreed to stipulate that a number of judgments in favor of General Battery and against Earl Green had been filed with the Greenville County Clerk's Office, that the Greenville County Sheriff's Department had returned execution of the judgments nulla bona, and that supplemental proceedings subsequently instituted revealed no property upon which the judgments might be enforced. Plaintiff contends that the Defendant Earl Green conveyed the property in question to his wife without valuable consideration for the purpose of delaying, hindering, or defrauding his creditors in violation of the Statute of Elizabeth. Plaintiff also contends that the conveyances at issue acted to reduce the assets of the Defendant Earl Green to such an extent that he was rendered insolvent, with the Plaintiff being unable to enforce its judgments against him. Defendants Earl and Louise Green have disputed these allegations.

Plaintiff called as its witnesses Mr. John Hardy, who is employed by General Battery Corporation and the Defendant Earl Green. No other witnesses were called by either the Plaintiff or the Defendants. Testimony elicited from the witnesses and the various exhibits introduced into evidence established that Earl

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