

judgment appealed from, is a clear authority on that point; and it is indeed admitted in this case that the conveyance by *Ranney* to the defendants was in fact made in good faith, and was not collusive, but really intended for the benefit of creditors; while the objection which I am now considering is founded upon the assumption of the deed being purely voluntary, and without any other consideration than that which the deed of the 4th of January expresses.

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This admission would of itself take this case out of the statute, which says not a word of voluntary conveyances, and still less provides that deeds appearing on the face of them to be voluntary shall without hearing evidence upon the truth of the case be treated as void, however honestly intended, and though not made to defeat creditors.

Then if evidence could be properly received, as I have no doubt it could, to shew that the nominal consideration of five shillings expressed in the deed was not the only consideration upon which it was made, we must be at liberty to receive evidence of what the real purposes and objects of the deed were; and when this point is settled it cannot be seriously contended that the case can be at all affected by the circumstance that *Ranney* seems to have changed his mind in respect to some of the arrangements which he had in view between the execution of the deed of the 4th of January, and of the declaration of trust made on the following day.

Judgment.

The execution of the first deed, while we are considering the question of fraud or no fraud, must be looked upon as the mere inception of the arrangement—a preparation for securing the general body of his creditors, by creating the trust which he had then in his mind, and which he perfected the next day. It should be all regarded as one transaction, (a) and it can be no objection that the declaration of trust which he executed dif-

(a) 11 L. J. N. S. Chancery, 105.