ferent construction in this Act from that which it has received as used in the statute of the 13th Elizabeth? I see no reason for any such distinction. It is true that equitable execution as consequential on the avoidance of a transaction under the 13th Elizabeth could not under the old system of separate jurisdictions for law and equity have been obtained by any but judgment creditors, but the deed was nevertheless held to be void as against simple contract creditors. In *Reese River Mining Co. v. Atwell*, it was held by Lord Romilly, M.R., that simple contract creditors were entitled to a decree declaring a deed void under the statute of Elizabeth, even though, not having obtained a judgment at law, they could not have had equitable execution; and, as is pointed out in *May on Fraudulent Conveyances*, this was only carrying out what is said in the judgment of Lord Hardwicke in *Higgins v. York Building Co.*, where occurs the following passage:—

> "I do not know in the case of fraudulent conveyances that this Court has ever done anything more than remove fraudulent conveyances out of the way, nor any instance of a decree for sale, but equity follows the law and leaves them to their remedy by elegit, without interfering one way or the other."

And that an instrument fraudulent under the statute was void against all creditors, was also demonstrated by the well-established practice of Courts of Equity in administering assets, which was not to require a judgment at law, but to treat deeds fraudulent under the statute as void against all creditors, and to deal with the property purported to be conveyed by such instruments as assets for the payment of simple contract as well as all other creditors. Then there are reasons which, in my opinion, require a liberal construction of the word "creditors," derived from the manifest policy of the Chattel Mortgage Act. Registration or possession were required manifestly for the protection, not only of actual creditors, but of those who might become creditors, relying on the visible possession of property by their debtor, and the absence from the appropriate registry of any charge upon that property; and this for the protection of those who had not had an opportunity of recovering judgment; creditors' payments of whose claims might be deferred, or who had not had time to get judgment. Again, I am not impressed with the soundness of the construction which reads the terms "absolutely null and void" as "voidable." So to cut down the words of the Act is, I venture to say, in direct conflict with the manifest policy of the Legislature, and is not justified by the consideration that creditors could not have the mortgaged chattels applied in payment of their debts until they had recovered judgment. The rule requiring a judgment-at-law