that the pressure was applied within the sixty days to secure the performance of a contract to give security, which was entered into before the sixty days began to run, will, upon the general principle explained in sec. 16 ante, be effectual to validate an assignment,(*m*) except where the giving of the security was postponed under circumstances from which an intent to defeat the operation of the statute may be inferred. (*n*)

In consequence of the decision in *Lawson* v. *McGeogh*, a final alteration was made in the Act, and in the Rev. Stat. Ont. of 1897, c. 147, sec. 2, by the insertion of the words "prima facie" after "presumed."

The effect of this change has not yet been discussed in the courts. Apparently it leaves untouched the rule enunciated in *Webster* v. *Crickmore*, sup.; but, considering that the doctrine of the Court of Appeal was not established by a unanimous judgment, and that it is still uncertain what view the Supreme Court may take of the matter, one cannot but regret that the last revision was not so worded as to preclude the possibility of any future controversy regarding the intention of the Legislature.

33. British Columbia Assignments Act—This Act (Consol. Stat. c. 51) is virtually identical with that of Ontario as it stood in Rev. Stat. Ont. 1877, c. 118.

The word "collusion" in sec. 1 means "agreement, or acting in concert," and, as the provision in the alternative, pressure is no answer to a charge of fraudulent preference, if collusion is proved. (*a*)

Under sec. 2, the doctrine of pressure is applicable. (*b*)

34. Manitoba Assignments Act—This Act follows very clearly that of Ontario as it stood in Rev. Stat. Ont., c. 124.

According to Strong, J., in *Stephens* v. *McArthur*(*a*), the words "which has such effect" are to be construed as applying to a case

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(*m*) See Osler J. A. in *Lawson* v. *McGeogh* (1893) 20 Ont. App. 464 (p. 471).

(*n*) *Beese* v. *Knox* (1897) 24 Ont. App. 203.

(*a*) *Edison, &c., Co.* v. *Westminster, &c., Co.* (1896) A.C. 193, reversing on this special ground 3 B.C. 460, and holding that an agreement between the debtor and creditor, the effect of which was that the bank should have a judgment, and that the judgment should have a priority, so that the creditor might be in a position to protect the company and keep it going, invalidated confession of judgment.

(*b*) *Doll* v. *Hart* (1890) 2 B. C. 32: *Cascaden* v. *McIntosh* (1892) 2 B. C. 268: *Brown* v. *Jowett* (1895) 4 B. C. 44.

(*a*) (1891) 19 S.C.R. 446.