

1875.

Keays
v.
Brown.

them. I would have had not the slightest hesitation in supplying their orders up to the time of their failure * * If I had had any idea they were going into insolvency I would not have supplied the goods. I had no intention, in taking the assignment, of getting a preference over other creditors. * * Mr. *Kenzie* brought a statement of debts on the 30th August. Mr. *Kenzie* did not produce this statement till I asked for it. I am quite sure that I asked *Kenzie* for the assignment of debts before he offered to make it. He gave me the assignment with the utmost readiness. I had a great deal of confidence in *Kenzie*. * * I never notified the debtors of the transfer of their accounts to me. * * The only reason I did not notify the debtors was, that I expected *Kenzie & McIntyre* to get notes for the amounts, and send them to me."

Mr. *Blake*, Q. C., and Mr. *Bethune*, for the plaintiff.

Mr. *Moss* and Mr. *Walker* for the defendant.

The only question in the cause was, whether the transfer of the debts made by *Kenzie* to *Brown* was made voluntarily, or could in any sense be said to have resulted from pressure by the creditor *Brown*.

The authorities cited are mentioned in the judgments.

Judgment.

BLAKE, V. C.—The words of the English Act of 1869, sec. 92, are, "with a view of giving such creditor a preference over," &c., the words of the Canadian Act, sec. 89, are, "whereby such creditor obtains, or will obtain, an unjust preference over," &c. The latter strikes at the *result*, no matter what the *intent*. The former deals with the view or *intent* with which the preference was given; we may have the result without the view or intent. It is to be observed that in the Canadian Act we have the word "unjust;" in the