

In this case, so far as I have power to decide upon the facts as a jury, I have no difficulty in finding that there is no evidence to justify any reasonable suspicion that even the father had any such thought when he gave the deed, much less the son. He owed a large amount and if the creditors had taken this place and forced a sale of the equity or redemption, my best opinion is they would have got nothing. By the arrangement actually made all the creditors known to the son got paid in full. The transfer of the place was made not only for good consideration, but for a consideration which no stranger would have dreamed of giving, many times the value of what he was getting. I see no "fraud" or "covin" of which 13 Eliz. speaks in the transaction whatever. I also note that in the strongest case cited by the plaintiff's counsel, *Re Chaplin*, 26 Chan. Div. 319, the majority of the Court in setting aside a conveyance made under circumstances somewhat analogous to the present, but differing, as I shall seek to show—based their decision upon the Bankruptcy Act and not upon 13 Eliz.

I decide that this deed was not given fraudulently and with intent to hinder, delay or defeat creditors within the meaning of 13 Eliz.

I come now to the question as to whether it contravenes the provisions of our Assignments and Preferences Act.

Section 4 of chapter 145, which is the same as sec. 2, of the original Act of 1898, says:—

"4. (1) Every transfer of property made by an insolvent person (a) with intent to defeat, hinder, delay or prejudice his creditors or any one or more of them; or

(b) To or for a creditor with intent to give such creditor an unjust preference over other creditors of such insolvent person, or over one or more of such creditors, shall as against the creditor or creditors injured, delayed, prejudiced or postponed, be utterly void."

It appeared in the evidence that when this deed was given the old man was somewhat in debt to his son Edward for advances, but looking at the whole circumstances I do not look upon this debt as constituting any element in the transaction. The son had advanced and was advancing money to his father with very little prospect of ever getting anything. Nothing is clearer than that he would never have paid out \$950, to get something scarcely worth \$200,