

lay out money in payment of rent, &c., and in keeping up the stock; and the court held the deed void, as being one which creditors could not reasonably be expected to become parties to. Here, however, the deed contemplates the sale of the property, and the winding up of the business; and the power given to the trustees to carry on the trade was evidently intended to be merely subsidiary to the winding up of the concern."

1862.

Bank of
Toronto
v.
Eccles.

In the same case *Maule, J.*, expresses his entire concurrence in the decision of *Owen v. Body*. "I also think," he said, "for the reasons already given, that this case is clearly distinguishable from *Owen v. Body*. What is there said by Lord *Denman*, understanding his language with a reasonable reference to what he is speaking about, lays down, I think, a sound and a reasonable rule. The main object of the deed in that case was the carrying on an extensive business, for the purpose of making money to pay the creditors who became parties to the deed. Here the object is merely to wind up the concern. That is a clear, plain, and intelligible distinction."

Judgment.

While the argument was going on, the Chief Justice interposed with this observation, "The deed in *Owen v. Body* contemplated the doing of many things, but there must be some limit. The meaning of that case, I apprehend is, that the deed was one which no creditor could in reason be expected to execute." And *Maule, J.*, in the course of the discussion, vindicated the decision of *Owen v. Body* by these very clear and forcible observations: "All deeds of this sort are within the letter of 13 Eliz. ch. 5, sec. 2, which declares that all deeds made to or for any intent or purpose before declared and expressed shall be void; that is, all deeds made to or for any of the intents or purposes mentioned in section 1, viz.: 'to delay, hinder, or defraud creditors and others of their just and lawful actions, suits, and debts, &c.'" "In