

such person a preference over his other creditors." The judgment says:—"If the appellant's case had only been that there was a fraudulent preference of the bank, the pressure by the bank might have been an answer to it; but their Lordships do not see how pressure alone can be an answer to a case which alleges collusion. The Statute is in the alternative. The confession of judgment may be given either voluntarily or by collusion with a creditor. In either case, if there is the intent to defeat or delay creditors or to give a preference over other creditors, the confession is made null and void against creditors. In *Gill v. Continental Gas Co.* (L. R. 7 Ex. 337), Lord Bramwell said that the word 'collusion' only signified agreement. In their Lordships' opinion 'collusion' in this section means agreement or acting in concert": *Edison General Electric Co. v. Westminster, etc., Co.*, 1897, A. C. 193.

There appears to be nothing in this which is inconsistent with the cases previously cited.

PROVINCIAL LEGISLATION OPERATES CONCURRENTLY WITH THE STATUTE OF ELIZABETH.

Our Statute relating to fraudulent conveyances and preferences has, by the amendments already referred to, been so extended in its operation as to cover both realty and personalty. The result is that comparatively few cases can now arise in this Province in which the Statute of Elizabeth will require to be applied, as our Provincial Statute is *in pari materia* therewith, and is broader in its scope than the Statute of Elizabeth.

The cases under the Statute of Elizabeth are, however, still applicable to conveyances to delay, hinder or defraud creditors (as distinguished from conveyances to prefer creditors), and they are probably more favourable to the attacking creditor than those under the Provincial Statute.

The most material statutory provisions now in force relating to fraudulent transfers to defeat creditors, or to prefer one creditor over another, other than those already mentioned, may be epitomised as follows: Every transfer of any property made by a person at a time when he is in insolvent circumstances or is unable to pay his debts in full *with intent* to defeat, hinder, delay, or prejudice his creditors, or made to or for a creditor, *with intent* to give such creditor an unjust preference over other creditors, shall be void as against the creditors who are damnified by such transfer, and if any such transfer made to or for a creditor *has the effect of*