of the question was not adverted to by the Court of Appeal in this case; but if the theory of Ferguson, J. is the one on which the ruling in *Davies* v. *Gillard* was based, the present writer ventures to think that its doctrine rests upon a very insufficient foundation. The motive and intent of the debtor is, after all, the ultimate question to be decided in cases of this type, and under the principle stated in *Thornton* v. *Hargreaves*, sup., a conveyance of so much of the debtor's property as to disable him from continuing his business cannot, upon any reasonable view of the meaning of the words, be regarded in any other light than as betokening an "intent to defeat, delay, etc., his creditors." From this standpoint it is wholly immaterial that the English cases were decided with reference to the fact that such a conveyance amounts to an act of bankruptcy. A transaction may entail different legal consequences, according as it is viewed with more especial reference to one or other of several principles equally germane to the circumstances presented. The mere fact that the Ontario statute invalidates transfers made with an intent to defeat, etc, creditors by means of a single, direct statement, while the English statute reaches the same goal by the two stages of a provision declaring such transfers to be acts of bankruptcy and of a provision that, after such an act, the assets of the debtor vest in the official who is to hold them for the benefit of the creditors at large, does not, it seems to us, constitute an adequate reason for holding that, in respect to a question of this kind, the two statutes should receive a different construction. (*g*)

27. Qualifications of the general rule—Under any circumstances in which the reasons of the rule cease to be applicable the operation of the rule itself is suspended. Thus an assignment of a trader's effects, under pressure, is not an act of bankruptcy where it is plain that the object of the debtor was to stave off bankruptcy and to secure money to carry on his business, (*a*) or where it does

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(*g*) In *Long* v. *Hancock* (1884) 12 Ont. App. 137; 12 S. C. R. 532, the mortgage which was attacked covered the whole of an embarrassed company's assets, but the differentiating effect of this circumstance was not considered directly either by the Ontario Court of Appeal or by the Supreme Court, the rights of the parties being made to turn upon the question whether the conveyance was *designedly* fraudulent or made with the bona fide purpose of procuring funds to keep the business going.

(*a*) *Woodhouse* v. *Murray* (1867) L.R. 2 Q.B. 634, per Cockburn, C.J. (p. 639).