

examine these so-called suspicious facts in the order in which they are stated by Bédarride. Did Dufresne in effect, by the deed alienate all his property? We have already seen that Gilmour had at the time three hypothecs upon the immovables amounting to \$5,743.25, and that on that day a fourth one was executed for \$3,000 to cover advances theretofore made, and which are shown by the statement "A" produced by Gilmour, to have been for two cheques and five notes made by others and endorsed by Dufresne and presumably then due. Dufresne says that he does not remember the mortgage; that there was some talk of giving a mortgage at first. He says that the factory alone cost him \$17,000. We have also seen that the sale of all the immovables produced only the sum of \$3,534.33. As to the movables Dufresne says they were all included in the deed, (see his answers to interrogatories 12 and 21) but in answer to cross-interrogatory 7 his answer varies. Gilmour said there was besides what was sold him the household furniture, some lumber, and \$4,500 of stock which Dufresne claimed to have in La Banque de St. Jean. As to the lumber I have not been able to find any trace of it. As to the bank stock, which Dufresne says he sold shortly after the sale to Gilmour, using the money to pay off his creditors, it turns out that some few months before Mr. Girard, of Marieville, had sold Dufresne some shares at the rate of \$15 per share, and that about the 15th September, 1888, Girard bought the same shares back at the same price from Mrs. Chatèle (Dufresne's sister-in-law), who was then the owner, and paid for them in her two notes of \$1,500 which he held on account of the original sale. From the evidence I am unable to say whether on the 25th of August, 1888, Dufresne was the owner of this bank stock or not. Had Gilmour thought so and had he regarded it as of any value, it was his duty as one of the inspectors of the estate to have done something about it, and yet nothing appears to have been done. Gilmour does not claim the household furniture, but Dufresne does not except it as coming within the property sold to Gilmour by the deed. Looking at the deed itself its terms are very general, and

would seem fairly to convey the impression that it was intended at the time of its execution to include the furniture. Gilmour says the furniture was worth \$2,000, but Douglass, the bailiff who sold it, and who had been in the house several times while occupied by Dufresne, puts the value of the whole furniture at from \$300 to \$400. The portion seized, which must have included the greater part of the whole lot, sold for \$227.85. The sale if not intended to be of the whole of Dufresne's available property was really and practically such, for there was nothing but the shadow left. Bédarride (Vol. 4, No. 1447), thus characterizes such a sale: "Cette circonstance avait pris, dans le Digeste, le caractère d'une présomption légale, à tel point qu'elle dispensait de rechercher quelle avait été l'intention du débiteur; comment, en effet interpréter autrement une pareil conduite? Qu'un homme puisse, par convenue, par calcul et quelquefois même par besoin se défaire de quelques-uns de ses meubles, on le comprend. Mais aliéner tout ce qu'on possède, pour se trouver ensuite en présence d'une masse de créanciers non payés, c'est évidemment n'avoir agi que pour se soustraire à des exécutions en dénaturant et en la faisant disparaître."

The next question is the qualities of the parties. There is no family relationship between Dufresne and Gilmour, but the same inference which exists between relatives may be deducible from the business relations of others. Was Gilmour in a position to know the financial condition of Dufresne? He says himself that he had been doing business with Dufresne for several years, and his statement showing a total indebtedness of over \$38,000 is pretty convincing evidence of the extent of that business. He says he knew that Dufresne had other creditors, but that he did not suppose they were so for large amounts. Dufresne says Gilmour did not know that he was insolvent, as he was not in fact; that Gilmour had no reason to think him insolvent; and that he had always represented himself to Gilmour as solvent. It may be that both Gilmour and Dufresne did not fully realize the extent of the latter's embarrassment; but there are some things which could not have escaped the business