

postpone creditors' rights in order that it be void under 13 Eliz. or sec. 2 (1) of chap. 11, Acts of N. S. 1898 (Ex parte Chaplin, 26 Chan. Div. at page 336, per Fry, L.J. McDonald v. Cummings, 24 S. C. R. 326); that when the result is to hinder or delay creditors the court will attribute intent on the principle that a man is always presumed to intend the consequences of his act (Freeman v. Pope, L. R. 5 Ch. App. 541, Smith v. Shirrell, 16 L. T. Rep. 518, In re Maddever, 27 Chan. Div. 526); that when the consideration consists of an unenforceable promise to pay debts of the debtor the conveyance ipso facto is voluntary and void as against creditors (Holmes v. Bonnett, 24 N. S. R. 284, Ex parte Chaplin, 26 Ch. Div. 330, 331, 334 and 335; McDonald v. Cummings, supra); that when the conveyance is in part on account of the debt of a creditor the conveyance is invalid, under ch. 11, sec. 2 (2) of the Acts of 1898 (McCurdy v. Grant, 32 N. S. R. 528), that the smallness of the amount available by creditors is no reason why the deed should not be set aside (Bott v. Smith, 21 Beav. 517); that delay in enforcing a right to set aside a deed is wholly immaterial, as is also the fact of improvements made on the property (In re Maddever, 26 Ch. Div. (argument), at page 525, and Baggallay, L.J., and Collins, L.J., pages 531-2).

It was contended by counsel for the defendants that the grantee was innocent of any fraud and was a bona fide purchaser for value without notice, and as such was protected (May, Fraud. Conv., 78-9: Golden v. Gillam, 20 Ch. Div. 394); that the making of the deeds was an honestly intended family arrangement for the payment by the son of the father's debts founded on a good consideration (Golden v. Gillam, supra; Ex parte Eyre, 44 L. T. Rep. 922); that the son was not a creditor and that the deeds were not given him as a creditor to secure a debt, and that there was a clear novation.

F. L. Milner (Roscoe, K.C., with him), for plaintiff.

O. S. Miller (J. J. Ritchie, K.C., with him), for defendants.

LONGLEY, J.:—The facts of this case as I derive them from the witnesses and all the surrounding circumstances are as follows:—

The defendant Robinson Marshall is an elderly man who for twenty years has had a farm near Bridgetown and failed