

to Messrs. *John Brown & Co.*, in consideration of our indebtedness to them, and their consenting to renew our Paper, all the above accounts, and will immediately take from the respective parties their notes negotiable, and forward the same to them without delay." And that the same was executed without any pressure on the part of the defendant, and was the voluntary and spontaneous act of *Kenzie & McIntyre*, and was so made in contemplation of insolvency, with intent to defeat, delay, and hinder their creditors other than the defendant in recovering their claims; that these debts so assigned constituted the principal part of the assets of the said firm, and their remaining assets would not pay more than 13 per cent. to their other creditors; while, if the assignment of these debts was allowed to stand, the same would pay the defendant's claim in full: charged that there was not any treaty for any renewal of paper or further advance of goods, which the defendant alleged was the consideration for the said assignment, and that such assignment was not a transaction in the ordinary course of business; and prayed that the same might be declared fraudulent and void; and that the defendant might be ordered to account, and for further relief.

1875.

*Kenzie
v.
Brown.*

Statement.

The defendant answered the bill, denying all fraudulent or improper intention in obtaining the assignment of the said debts, or that the same was voluntary on the part of *Kenzie & McIntyre*, but was in fact the result of pressure upon them by the defendant, he having refused to furnish further goods, or renew the over due paper of the firm had they refused to comply with his request.

The cause came on for hearing before *Strong*, V. C., at the sittings of the Court at Sarnia in the Spring of 1874, when *Dillman M. Kenzie* was examined as a witness, and swore that he and his partner commenced business in December, 1872, at Sarnia. "All the capital I put into the business was \$70; my partner put into