

jugement de la Cour qui se rapportent aux faits, et ne publie que ceux qui décident la question de droit:

"Considering that by acte authentique of date the 23rd of January, 1916, before Mtre Jodoin, N. P., of Waterloo, the said defendant Uldège Bérard had bought from Joseph Leclerc, his former partner, the following movable effects, to wit: two horses, 1000 cases of bottles, all the machinery necessary for the bottling business which was owned by the former firm of Leclerc & Bérard, without reserve of restriction, with the formal understanding that the said defendant Uldège Bérard should become the proprietor absolute and irrevocable of said effects after the execution of certain conditions in said acte, to wit, the payment of notes, which notes were not yet due.

"Considering that said stock and trade and moveable property and tools, together with the other purchase which the defendant Uldège Bérard had made from time to time and which amounted, as shown by the evidence, to \$260, were all the property which the said defendant Uldège Bérard owned at the date of the 4th day of June, 1917, and were all his assets, and that he owned no other property saving the above.

"Considering that at the date aforesaid the said defendant Uldège Bérard had a goodly number of creditors aside from plaintiff, as appears from the proof of record in this cause, and this to the knowledge of defendant Boisclair;

"Considering that the two defendants, on or about the 4th day of June 1917, Uldège Bérard and Arthur Boisclair, through collusion, with intent to defraud the creditors of said Uldège Bérard is general and the plaintiff in particular, made and passed a deed of sale and transfer before Mtre Audet, N. P., at the Town of Magog,