

him any cash, and *Kenzie* told him he was not, but had brought some accounts and notes which he was willing to assign. I think it must satisfy every one that the impression on *Kenzie's* mind, that goods would not be furnished without a payment or reduction of account, was caused by the defendant's action in not forwarding the goods ordered, and demanding a payment of cash; and this, under the circumstances of these parties, I consider to constitute such a pressure as to relieve the assignment from the imputation of fraud.

1875.

Keays
v.
Brown.

SPRAGGE, C.—I agree in the judgments of my brothers *Blake* and *Proudfoot*. I think, upon the evidence, we cannot disturb the finding of the learned Judge who heard the cause, that what was assigned in this case to the defendant *Brown* was not assigned voluntarily, but that the assignment was the result of pressure.

Judgment.

I could have wished, certainly, that the evidence had been before us in a more satisfactory shape. It is very meagre, and leaves matters to be inferred as to which one might expect something like positive evidence. Still, I cannot say that an erroneous conclusion was arrived at. That the evidence was not more definite, was the fault or misfortune of the plaintiff. He has not enabled us to see that he is entitled to relief against the opinion of the learned Judge before whom the evidence was taken and the cause heard.

Per Curiam.—Decree affirmed with costs.