

cheat his creditors, to delay them in their due demands. Is there any grounds for saying that any such intendment is to be found in this transaction? The correspondence which has been referred to, and usefully for the purpose which I am now considering, shows that the father's anxiety was that his son's debts should be paid. He takes every means in his power to accomplish that object. He gets from him a list of his debts and he ascertains what they all consist of and he provides money to satisfy them all and more too."

Holmes v. Penny, 3 Kay & Johnston, 90, seems to affirm the same view.

McDonald v. Cummins, 24 S. C. R. 321, is cited by plaintiff in support of his contention. I accept the views expressed by Sedgewick, J. He says: "We must however insist that where the preferences are given they should be open, honest and fully disclosed, and that under no circumstances can a debtor as a matter of right secure an advantage to himself by reason of them." Here there is no evidence that either debtor or creditor or assignee secured any advantage for himself apart from his creditors.

I must not overlook the fact pressed upon me by plaintiff that the chief evidence of this transaction comes from the father and the son and ought therefore to be received with caution, if not suspicion. I have fully considered this phase of the matter, but it is fair that I should add that the son who really need not have gone upon the stand, did so and subjected himself to a severe cross-examination, from which I derived nothing to evoke suspicion or unfavorable impression. He also put upon the stand one after another of his father's creditors, whom he had paid, and only stopped when I suggested that unless contradiction was expected further testimony on this point was superfluous.

Upon the whole I think the plaintiff's case fails. I do not think that a deed honestly given and honestly taken for valuable consideration enuring to the benefit of the agreed creditors can be declared void because long afterwards one creditor says "I was not paid, therefore the deed is fraudulent and void."

I dismiss plaintiff's action with costs.