was began in March, 1901, the plaintiff was at his wife's home in Michigan, and his solicitor endorsed that as his place of residence on the writ of summons. In January, 1902, after delivery of statements of claim and defence, the defendants obtained under Rule 1199, on pœrcipe, an order for security for costs. The plaintiff and his wife had then come to Ontario for the winter and were boarding at a hotel. The plaintiff stated on affidavit that he had come to reside permanently in Ontario.

Held, that the plaintiff actually resided out of Ontario when the prœcipe order was made; but, security not having been given, he might be relieved from that order if he was now actually, and intended to remain a resident of Ontario. Upon the evidence, however, such was not the case; the plaintiff's place of residence was in Michigan, and was likely so to remain.

Held, also, that, if the prœcipe order were set aside, an order under Rule 1198 (*b*) for security for costs, on the ground that the plaintiff's ordinary place of residence was at his wife's home in Michigan, would be properly made.

D. L. McCarthy, for plaintiff. *Falconbridge*, for defendants.

Province of Manitoba.

KING'S BENCH.

Full Court.] CODVILLE *v.* FRASER. [Feb. 15.

Fraudulent preference—Assignments Act—Motive actuating debtor in giving security to preferred creditor—Pressure.

Appeal from the decision of BAIN, J., noted 37 C.L.J. 671.

It appeared that the dominant motive of the debtor in giving the impeached security was to make an arrangement for continuing his business. The defendant induced him to give it by promises of assistance in carrying him along and in arranging with other creditors, although not in any definite way enforceable in a court of law.

Held, that, under s. 33 of the Assignments Act, R.S.M. c. 7, as amended by 63 & 64 Vict., c. 3, s. 1, there must still be the intent on the part of the debtor to prefer the particular creditor in order to set aside the impeached conveyance; and, while the effect may be to place that creditor in a more advantageous position than other creditors, and the debtor may recognize at the time that such will be the effect, yet, if he gave it for some other purpose or in the hope that he might thus be enabled to avoid insolvency, it cannot be considered that he gave it with intent to give a preference, and the security should stand.