$1,000, at a high estimate, which would not pay the chattel mortgage he gave his sister. He owed these creditors, B., C., D. & E., besides, and his landlord over $1,000. He had some valueless interests in lands heavily mortgaged. And if it were possible to find a debtor or a case coming within the meaning of section 18 of the act of 1859, this debtor A. and this case came within such meaning. Yet it was held at the court by the learned deputy judge, that the chattel mortgage of 1868 must prevail, and the creditors be sent to the wall, the sister of A. taking all the goods!

The decision was alleged to be made on the ground that A. swore he did not *mean* to defraud—that he had some interests in mortgaged lands. If we look at the strict, searching clauses of the section, as marked with figures by me, we will see that it matters not what the debtor may swear as to his intents, when those intents are contrary to the patent facts of the case. We are to judge of a man's intents by his acts. If A. conveys all his chattel property to his sister F., leaving all his other creditors with nothing—prefers her by a chattel mortgage, what is the true inference? He has preferred one creditor to another, and put it out of his power to pay any other. He has shown himself unable to pay his debts in full by paying only one, and leaving unpaid many others. Who cares what he may swear about his intents? The law points out the fact of what he has done, and what exists; and that is, that he has divested himself of all his property to pay one, to prefer one over all. If the act did not intend to prevent such a thing, what is its meaning?—what is it worth? A man may have uncertain interests in mortgages of lands, or may even, if the lands are sold well, be able to pay all he owes; but that fact would not make such a sale as I refer to good under the act of 1859.

We yet have to see what it means when it says a debtor shall not prefer one creditor to another, by transferring all his goods. Creditors having judgments and executions are not to be defrauded by chattel mortgages set up by one, and told to go and look to some uncertain interest in mortgaged land. One creditor has no right to step in and take all the available goods of a debtor by a chattel mortgage, and stop other equally deserving creditors from getting anything.

The act of 1859 was not intended to interfere with chattel mortgages, or sales made by persons who had goods amply sufficient to pay all their creditors if sold. A chattel mortgage made by any perfectly solvent person, one who at any time could show chattel property enough to enable a sheriff to make the amount of all executions placed in his hands, is no doubt good in law; but if such a person simply had lands, and were to transfer all his goods to one person, having at the same time judgments against himself on which executions could or were about to issue, then it might be very fairly asked whether that debtor had not preferred—had not given one creditor an illegal preference over his other creditors.

It is quite evident that the act of 1859 was passed for the benefit of creditors, upon a generous view of the law, and no crimping construction should be given to it.

If, as in this case, a debter owes a relative $1,500, which sum more than covers all his chattel property, and on the eve of the levying of several executions gives a sweeping chattel mortgage of all to this one relative or creditor, could any lawyer say that he did not bring himself within the meaning of some part of sec. 18?

It may be said, he swears his intention was not to do so; but that is simply nonsense, as the act is self-evident. Would he have done so if he had not owed many others—had not been about to be sold out, being on the eve of insolvency? Does he not patently give a preference to one creditor, and set at defiance all others? These are the pertinent questions. It is greatly to be lamented that courts and judges will not construe acts of Parliament in the spirit in which the Legislature passed them. Further, no case can be found, or was quoted or produced, under the evidence in this interpleader case, to warrant the decision.

C. M. D.

APPOINTMENTS TO OFFICE.

DEPUTY JUDGES.

CHARLES ANDERSON SADLEIR of Osgoode Hall, and of the City of Hamilton, in the Province of Ontario, Esquire, Barrister-at-Law, to be Deputy Judge of the County Court, in the County of Wentworth, in the said Province. (Gazetted, March, 14, 1868.)

CHRISTOPHER CHARLES ABBOTT, of the City of London, in the County of Middlesex, in the Province of Ontario, Esquire, Barrister-at-Law, to be Deputy Judge of the County Court of and for the County of Middlesex, in the said Province. (Gazetted, March, 21, 1868.)

GEORGE LEVACK MOWAT, of Osgoode Hall, and of the City of Kingston, in the County of Frontenac, in the Province of Ontario, Esquire, Barrister-at-Law, to be Deputy Judge of the County Court of and for the County of Frontenac. (Gazetted, March, 28, 1868.)