

1875. tion of insolvency; and their making the assignment.
was in consequence of pressure such as, under the
authorities, justifies an assignment.

*Kenzie
v.
Brown.*

In August they did not doubt their ability to carry on the business as they had previously done: they made a payment to one creditor, and the assignment in question to another, and procured further supplies of goods from defendant, thinking they would be able to go on by means of the fresh goods. It does not seem to have been till October they began seriously to doubt their ability to carry on the business, and that caused by the harsh proceeding of one creditor. *Kenzie* says: "I told Mr. *Brown* at the time the transfer of debts was made to him, that we hoped in future to be able to take up our notes and not let them go to protest," &c. (a)

Judgment. That there was *pressure* used by defendant in order to get the assignment, is, I think, deducible from the evidence. *Kenzie & Co.* had given an order on defendant for about \$400 worth of goods, at a time when the limit of their account with the defendant had been doubled, and when they had allowed their notes to the defendant to be protested. This was so little like a business way of proceeding, that they entertained apprehensions the goods would not be forwarded. Thereupon *Kenzie* went to the defendant with a number of accounts ready to assign if required. He says he "Felt that defendant was handling our account delicately, and that unless I did something I could not get any more goods from him," &c. (p. 3.) The goods ordered had been packed, but directed by defendant not to be sent till he had seen *Kenzie*; and on seeing *Kenzie* he told him his account was larger than it was arranged it should be. He also asked *Kenzie* whether he was prepared to pay

(a) p. 5 Dep.