

nor took any obligation in this regard which was enforceable.

5. Assignor soon after was adjudged a bankrupt.

In the case now under consideration:—

(1) There was full consideration, and before assignee knew of plaintiff's claims he had actually paid every creditor on the list given him by his father.

(2) Nothing secret in this transaction, deeds were recorded at once.

(3) Son took the place in good faith, derived no personal advantage from the transaction and made the place his home, and made great improvements.

In my humble judgment these differences constitute an altogether different transaction. It seems to me that there must be present some indication of an intention to hinder or defeat creditors to make the transaction void. In this case the jury find no such intention. If Edward had paid \$200 to his father on the transfer no reasonable question could have been raised as to the bona fides of the transaction. Is it to be regarded as fraudulent because instead of paying \$200 to the father he actually paid \$950 to his creditors, indeed paid every creditor of whom he had knowledge?

I am confirmed in this view by the decision of the Court of Appeal in *Golden v. Gillam*, 20 Ch. D. 389. Fry, J., says: "I therefore proceed to inquire, looking at the circumstances of the case and at the nature of the instrument itself, whether I can or ought to infer an intent to defraud creditors in the parties to the deed. I say in the parties to the deed because it appears to me to be plain that whatever fraudulent intent there may have been in the mind of Judith Johnson, it would not avoid the deed unless it was shown to have been concurred in by Alice, who became the purchaser under the deed. It has not been contended and it could not be contended that the mere fraudulent intent of the vendor could avoid the deed if the purchaser were free from fraud."

Also *Ex parte Eyre*, 44 L. T. N. S. 922, the following excerpt from the judgment of the Court seems to me to have a bearing on the point now before us:—

"The Statute of Elizabeth is perfectly familiar to every practitioner. The principle of that statute is that there must be bad faith. There must be an intention on the part not of the settlor, but of the vendor in that character to