

cree relief accordingly, but for the proviso to the section, which makes it inapplicable to the case of a creditor "who shall appear not to have had notice of the condition of insolvency of the debtor." This Act, in its first section, was, it is presumed, designed to alter the previous laws upon the subject to which it relates in *three* particulars. First, it was intended to embrace and render void *payments eo nomine*, made by an insolvent debtor to his creditor, under the circumstances mentioned in the Act, which payments, according to the decision of the Court of Appeals, in *Stewart, trustee, vs. The Union Bank, 7 Gill, 439*, were not comprehended in the earlier legislation. Second, to reach and invalidate preferences given to favored creditors, upon the request or solicitation of the latter, which, in the judgment of the same Court, were not within the apterior laws. See the case of *Crawford & Sellman vs. Taylor, 6 G. & J., 323*. And third, not to require as indispensable to avoid the preference, that it should be made with a view, or under an expectation of taking the benefit of the insolvent law, but to substitute therefor the absence of a reasonable expectation of being exempted from liability, or execution for or on account of his debts, without applying for the benefit of the insolvent laws.

Now I should certainly say, that the defendant, Thomas, could, in this case, have had no reasonable expectation when he made the transfer to his co-defendant, of exemption from liability, or execution for or on account of his debts, but by a resort to the insolvent laws. His conduct in making that transfer was unquestionably calculated to exasperate his other creditors; and as by it he divested himself of all means of paying them, he could not reasonably rely upon their forbearance. He says in his answer, to be sure, "that as the amount he owed, exclusive of his debt to Jerome, was small, he did not think his creditors would force him to take the benefit of the insolvent laws, but he believed they would give him time and save him from that necessity." But this, I think, was an unreasonable expectation, and I should not hesitate to condemn the transfer, if I were convinced that Mr. Jerome had notice