

answers from the strict truth as materially affecting the risk; and, in all the circumstances, he found that they were not material.

Reference to the Ontario Insurance Act, R.S.O. 1914 ch. 183, sec. 156, sub-sec. 6; In re Universal Non-Tariff Fire Insurance Co. (1875), L.R. 19 Eq. 485, 493; Strong v. Crown Fire Insurance Co. (1913), 29 O.L.R. 33, 55.

Judgment for the plaintiff for the amount claimed with interest from the date of the writ and costs.

W. A. STONE & CO. V. STANDER—BRITTON, J.—JAN. 9.

*Fraudulent Conveyances—Action to Set aside—Evidence—Intent.*]—The plaintiffs, suing on behalf of themselves and all other creditors of the defendant Louis Stander, brought this action against Louis Stander and Mary Stander, his wife, to set aside certain conveyances made by Louis to Mary, dated the 1st February, 1915, alleging that they were made with the fraudulent intent to hinder, defeat, and delay the creditors of Louis. The action was tried without a jury at Brantford. BRITTON, J., in a written judgment, said that he was of opinion that the plaintiffs had failed to establish any fraudulent intent on the part of the defendants in the transactions impeached. It did not appear that there were any creditors other than the plaintiffs. Judgment for the defendants dismissing the action with costs. J. Harley, K.C., for the plaintiffs. W. S. Brewster, K.C., for the defendants.

TRAINOR V. O'CALLAGHAN—BRITTON, J.—JAN. 10.

*Executors and Administrators—Refusal of Executor to Administer Estate—Will—Estate of Widow durante Viduitate—Failure to Prove Remarriage of Widow—Claim of Title by Possession—Evidence—Judgment for Administration—Maintenance of Child Entitled in Remainder—Improvements under Mistake of Title—Costs.*]—Action for administration of the estate of William O'Callaghan, deceased, or for other relief, the plaintiff being one of the daughters of the deceased. The defendants Michael O'Callaghan and Roderick Hawley were the executors named in the will of the deceased, who died in 1872. At the time of his death, he was in possession of a farm in the township of North