

1875.

Boyd
v.
Shouldice.

£1000, was sustained against creditors, although the true consideration was not money at all, but a settlement on marriage; and I think that a sufficient consideration has been established here to sustain the instrument, so that it cannot be considered voluntary. The obligor told the solicitor that he owed the obligee a considerable sum of money and on that account and being his son-in-law, he was going to give him this bond. He understood the bond was given partly on account of wages to *Boyd*, and partly because *Boyd* was his son-in-law. It is proved by other witnesses that *Boyd* worked continuously from 16th May till 6th August for the obligor, and that wages were due to him for this work. No evidence was given of the value of the land nor of the amount due for work, nothing to shew that it was an excessive price for the work. There was indeed another reason for giving the bond,—marrying the daughter,—but there is no means of estimating how much was due to this cause. Now, whatever may be the rule as regards creditors, in the position of these parties, the adequacy of the consideration will not be nicely inquired into. *Crawford v. Meldrum* (a) *Carradice v. Currie* (b). Finding a good consideration for the bond I have not thought it necessary to examine the cases cited in regard to the rule that voluntary agreements will not be enforced.

Judgment.

On the second point I think the true meaning and effect of the bond is, that the obligor was to convey a fee simple. The recitals, with an exception to be presently noticed, and the obligatory part of the bond, state an agreement for the purchase of the fee simple, and a proviso for its conveyance. The exception is the recital introduced within a parenthesis that the obligor desired that the lands after the death of *Boyd* and his wife should go to their male issue. It is not recited as an agreement to that effect,—the instructions were given

(a) 3 Er. & A. 101.

(b) 19 Gr. 108.