

paying only \$5 a month as rent, and not on account of purchase. The family urged against this, and then the father told Lillian that if she liked to take hold of the matter and keep up the monthly instalments, she could have the property. She agreed to this, and at first, perhaps for 2 years, she was assisted by her mother, as she, Lillian, was ill and not able to work steadily, but after that, and until April, 1906, she furnished the money, generally paying it in to her mother, who in turn paid it to the agent of the Dominion company. She says she saved \$1.75 each week out of her wages, and at the end of the month gave \$7 to her mother for the payment of these instalments. The instalments were paid, as appears by the pass-book, but not by the mother with any such promptness or regularity as Lillian says they were paid to the mother. As to this offer to Lillian and the acceptance by her, her evidence is corroborated by the evidence of her mother, and to some extent by the evidence of her brother. It is almost incredible that these 3, mother, son, and daughter, have committed perjury in swearing to this offer to and acceptance by Lillian, and, if they have not, if the verbal arrangement was really made, and if from that time payments were made by Lillian in pursuance thereof, then it completely negatives any fraud or conspiracy to defeat or delay creditors.

No doubt, it is a very singular thing that a girl of only 16, as was Lillian in 1898, would make an agreement of the kind, but there is less difficulty in accepting the account as given than in coming to a contrary conclusion upon the evidence.

The 3 witnesses, mother, daughter, and son, appeared to be truthful; they were not shaken on cross-examination, and there was not in their appearance in the witness box anything to indicate a want of veracity.

In 1906, and in June or before it, Lillian says she thought of marrying and going to British Columbia. She wanted this house agreement closed, and for the purpose wanted to borrow money and pay the Dominion company off. Mr. White, of Chatham, acted for her. He had also acted as solicitor for her father, and was a money lender too, and a creditor of her father to a small amount. He applied to the Dominion company for a statement, and found that a present payment of \$413 would be required to pay off. He asked for a deed for Lillian, upon payment, but the