

right, to his sister, the defendant Anderson, for the alleged consideration of \$800. The action went down to trial, and on 4th October resulted in a judgment by consent for plaintiff for \$1 damages and costs. These costs were taxed at \$268.29. On 26th December, 1905, this action was brought against Isaac and Elizabeth Hamilton and Mary Anderson to set aside the conveyance as a fraud upon the plaintiff. . . . My brother Mabey set aside the conveyance as fraudulent, and ordered the defendants to pay the costs. Mary Anderson now appeals.

The trial Judge has found as follows: "I have no hesitation whatever in arriving at the conclusion that this was a scheme upon the part of the defendant Isaac Hamilton to get this house and lot in such a position, along with this other property, that this plaintiff would not be able to reach it in the event of her getting an execution; that his sister Mary Anderson knew of his desire to get his property out of his hands; and that she, as his sister, desiring to assist him, lent herself to him as a means of ridding himself of this property in order that the plaintiff might not be able to reach it if she got an execution against him."

If this conclusion be supported by the evidence, it is clear that the judgment must stand—the matter is concluded by the judgment of the Court of Appeal in *Cameron v. Cusack*, 17 A. R. 489. I adopt the language of *Osler, J.A.*, at p. 493: "I take the law to be that if the purchaser knows that the intent of the grantor is to defraud his creditors, the fact that he has paid a valuable consideration, and that the property was intended to pass to him, will not avail him. There must be bona fides on his part, that is to say, ignorance of the fraudulent intent on the part of the vendor. . . . The plaintiff . . . was not a creditor . . . , was, however, a person within the protection (the word is wrongly printed "prohibition") of the statute of Elizabeth, and entitled, in recovering judgment, to attack any transaction devised and contrived to hinder, delay, or defraud" her.

The sole question is whether the findings of the trial Judge are right. As to the defendant Isaac Hamilton there can be no question: he candidly admits that one of his objects in selling was to protect himself from the plaintiff. As to the defendant Anderson, while she knew of the litigation pending, and that this "lawing" was making her brother's residence in Courtright uncomfortable, I am unable, after reading the evidence more than once, to find that