

tator had sufficiently indicated his intention that the \$80 payments should continue during the life or widowhood of the testator's wife, and that Alfred's estate was entitled to receive these payments: *In re Cannon* (1915), 32 Times, L.R. 51.—Costs of all parties should be paid out of the estate—those of the executor as between solicitor and client. J. F. Hollis, for the executor and all adult parties. F. W. Harcourt, K.C., for the infants.

CAMPBELL FLOUR MILLS CO. LIMITED v. ELLIS—BRITTON, J.—
MAY 30.

Fraudulent Conveyance—Husband and Wife—Voluntary Conveyance—Intent—Rights of Execution Creditors.]—Action by unsatisfied execution creditors of the defendant J. A. Ellis to set aside as fraudulent a conveyance of land made by that defendant to his co-defendant, his wife. The action was tried without a jury at Toronto. The defendant Mary A. Ellis set up that she advanced \$2,000 to her husband by way of a loan, and that the conveyance was made to protect her to the extent of \$2,000 and interest thereon, and she offered to reconvey to her husband upon being paid the \$2,000 and interest. There stood in the way of the plaintiffs a mortgage for \$6,000 executed by both defendants, bearing the same date as the conveyance, in favour of one Dunn, who, it was said, advanced the \$6,000 to the husband and wife. The learned Judge (in a written opinion) said that there was no doubt that it was the intention of both defendants to prevent, if possible, the realisation of the plaintiffs' claim. The finding upon the undisputed facts must be that the impeached conveyance was voluntary, and that it was made with the fraudulent intent and design of defeating, delaying, and hindering the plaintiffs in the recovery of their debt. Judgment for the plaintiffs declaring the conveyance void and of no effect as against the plaintiffs. The mortgagee, not being a party to the action, would not be affected. H. H. Dewart, K.C., for the plaintiffs. W. E. Raney, K.C., for the defendants.