

Prior to the 9th April, 1913, the defendant Margaret Scott desired to go back to farm life. Having this in view, the Strathroy property was sold, and \$1,100 was realised from its sale. Then the property in question in this action was for sale.

The defendants negotiated for its purchase. If purchased it was to be by and for Margaret Scott. Both inspected the property, and finally it was bought for \$4,700. This amount was to be paid as follows:—

Mortgage for	\$3,000
Cash	1,700
	\$4,700

The defendant Margaret Scott paid in \$1,100 received from the Strathroy property, and \$600 borrowed from her brothers upon a note—still current and unpaid. There is no evidence that the brothers would or did lend it to Cornelius. The conveyance is to Margaret Scott.

The plaintiff claims that this conveyance is void, although not a conveyance from the husband, but from a stranger-owner. That claim cannot be sustained. The plaintiff next asks that the land should be charged with the undivided half of the \$1,100, or at least with \$400, as that sum, it is contended, belonged to the defendant Cornelius and should be followed.

In the absence of fraud, I do not think that this can be done. There was no evidence of any fraudulent scheme or device prior to the impeached conveyance to defeat future creditors. There was nothing from which fraud can be inferred or implied. The defendant Cornelius was not embarking in a hazardous or speculative business.

If the conveyance of the Strathroy property should in fact have been to Margaret alone, it could not be impeached; and I think, if it could not then, that it would be unjust now to give to the plaintiff a benefit by reason of that mistake, and charge the land with any sum on account of the present debt to the plaintiff, thus adding to the burden the defendant Margaret Scott has assumed of the mortgage for \$3,000 and the loan of \$600, over and above the \$1,100 which she regarded as her own.

The debt to the plaintiff is comparatively small. It may be that the plaintiff will be able to get his pay from the earnings of the debtor on or off this farm; but, however that may be, this action fails. I cannot find any case that goes as far as the plaintiff desires to push this.

The action will be dismissed with costs.