

by the executors of Donald Wingrove to recover possession of a farm. The defendant pleaded an oral agreement between the testator and himself for the sale of the farm, and set up that he was legally in possession and that the agreement had been in part performed. The defendant did not counterclaim under the alleged agreement. The plaintiffs, in the paragraph of the reply attacked, set up the Statute of Frauds. The learned Master referred to Odgers on Pleading and Practice; sec. 16 of the Judicature Act, R.S.O. 1914 ch. 56; Rule 155; and Miles v. New Zealand Alford Estate Co. (1886), 32 Ch. D. 266, 279; and said that the plaintiffs had no right to set up the Statute of Frauds in reply. Order striking out paragraph 3, with costs to the defendant in the cause. W. Laidlaw, K.C., for the defendant. W. E. Buckingham, for the plaintiffs.

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ASPINALL V. DIVER AND BREEN—LENNOX, J.—FEB. 19.

*Fraudulent Conveyances—Action to Set aside—Evidence—Intent to Defraud.*]—Action by an execution creditor of the defendant Breen to set aside as fraudulent certain conveyances of land made by that defendant to the defendant Diver about the time that the plaintiff's judgment was recovered. The learned Judge, in a written opinion of some length, reviews the evidence, and states his conclusion that there was no bona fide sale or purchase of any of the properties; that it was not intended actually to convey the properties from Breen to Diver; and that the conveyances were executed in pursuance of a scheme of the defendants to protect the properties from the creditors of the defendant Breen, and with the intent by both defendants of delaying, hindering, and defrauding the creditors of Breen—and particularly the plaintiff—in the recovery of their claims. Judgment declaring that the several conveyances are fraudulent and void as against the plaintiff and other creditors of Breen, in the usual terms, with costs. H. J. Martin, for the plaintiff. W. C. Hall, for the defendants.