

acting honestly, to adopt a schedule leaving out one of their number.

The evidence demonstrated that this was the only arrangement that could be carried out, with any reasonable hope of avoiding financial loss to the majority of the members and players.

The association not being formed for any definite period, it was impossible to control the future actions of the clubs by injunction.

*Appeal dismissed with costs.*

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### HIGH COURT DIVISION.

ROSE, J.

NOVEMBER 18TH, 1918.

#### \*BANK OF MONTREAL v. STAIR.

*Fraudulent Conveyance—Action by Execution Creditors of Husband to Set aside Conveyances of Lands Made by Husband to Wife—Evidence—Belief of Both Parties that Wife True Owner—Demand by Wife for Conveyances—Consideration—Absence of Intent to Defeat or Delay Creditors—Rule as to Voluntary Conveyances—Evidence—Dismissal of Action—Costs.*

Action to set aside conveyances of lands by the defendant F. W. Stair to his wife, the other defendant, as fraudulent and void as against the plaintiffs, execution creditors of F. W. Stair.

The action was tried without a jury at a Toronto sittings.

Wallace Nesbitt, K.C., and J. A. Worrell, K.C., for the plaintiffs.

H. J. Scott, K.C., and T. R. Ferguson, for the defendant Della M. Stair.

G. W. Mason, for the defendant F. W. Stair.

ROSE, J., in a written judgment, after setting out the facts, said that it did not seem to be necessary to decide whether, as a matter of law, the lands conveyed would, in the absence of special agreement, belong to the wife or to the husband or to the two as partners; because it was clear upon the evidence that both defendants believed the wife to be the owner and to be entitled to conveyances.

If there was no agreement that the husband should be the owner, there would be nothing unnatural in a belief that lands