

of law that I am aware of which renders it impossible to uphold such a transaction because of the absence of such corroborative evidence.

Such an arrangement as the respondents testified was made was not an improbable one in the circumstances. I doubt very much whether the wife could successfully have resisted an action by the husband to set aside the conveyance to her on the ground of its improvidence if the effect of it was entirely to divest him of any interest in the property. As I understand the evidence, the conveyance covered everything he possessed, and there are frequent instances in which such conveyances, made without consideration, have been set aside as improvident.

The circumstances that the reconveyance was made after the wife had become indebted to the appellants may be a suspicious circumstance, but mere suspicion as to its bona fides does not warrant the setting of it aside; still less does it warrant the setting aside of a finding by an experienced Judge that it was made in good faith and without any fraudulent intent.

The fact that the wife placed the farm property in the hands of the appellants for sale, and that she expressed her intention of borrowing money on a mortgage of the city property, although it was part of the agreement upon which the property was conveyed to her that she should not sell or mortgage it, is, in my opinion, not inconsistent with the existence of the agreement which the respondents testified was made as to the reconveyance of the property to the husband, because he was an assenting party to what the wife did and proposed to do.

The doctrine of estoppel was much relied on by the learned counsel for the appellants, but the evidence does not warrant the application of it, even if in any case it would be applicable to prevent parties from resisting an attack by a creditor upon a conveyance by his debtor of property, on the ground that it was made with intent to defraud creditors.

There was, no doubt, evidence that the wife represented to the appellants that she was the owner of the property. I doubt very much whether she did so in words, but the fact of her placing the farm in the hands of the appellants for sale, and expressing her intention to borrow upon mortgage of the city property may well have led the appellants to believe that she was the owner of both properties, and is probably the only ground the witnesses had for saying that she represented that she was the owner of them. However that may be, and assuming that the representation was made, there was no satisfactory evidence that the husband was a party to it or was present when it was made.