

them and making some payments, before, as he says, "he took any one in"—an equivocal form of expression which carries a sinister meaning, in view of the way in which his plans developed. He is somewhat loose in his recollections and dates, but this was his course of action in the speculation during the months of January, February, and March. He says the venture was to "turn out a big speculation, but he thought to come off victorious." Boerth spoke of taking his wife into it, and Cook thought he would do so also, but then he thought it was better not—"not exactly a risky business, but a lot of bother." He explains as to why she was left out (p. 20 of examination.)

Mrs. Cook says that she took an assignment of the Crawford mortgage, so that she might have that much hold on the place. Her husband suggested that she should hold the mortgage, and then she adds, "Well, I thought it would save the farm, I suppose." She says later in the examination: "I did not take the assignment of the mortgage to save the property, for I did not think there was any danger in it." He was away weeks at a time, she admits, and she wondered why he went to Detroit, but she did not pry into his affairs. She does not know when he began speculating, but the trouble began when he began to speculate.

The upshot of this oil syndicate was the formation of a company on 11th October, 1905, and an action by the company begun on 24th April, 1906, against Cook and Boerth, alleging a conspiracy to defraud the promoters of the syndicate by fraudulent misrepresentations of various kinds, which closed in a judgment against both for over \$10,000, and which, after a series of appeals, ended in the issue of an execution by the company on 9th July, 1908, for \$10,792.74, to which nulla bona was returned.

This present action, begun 6th August, 1908, is to lay hold of the land and chattels in the hands of the wife as available for creditors by virtue of the plaintiffs' rights under R. S. O. 1897 ch. 334.

The husband swears that he did not act as he did in disposing of the property with a view to defeat his creditors, and that may be literally true, but the statute extends to "others," such as, e.g., these persons forming the company, who were not then creditors, but who have since become so by the judgment of the Court.

The case then is one, or may be treated as one, where there are no creditors existing who were such at the date of