

Scott for the sum of \$151.88 debt and \$5.15 costs. Execution against goods was issued upon this judgment. The bailiff made a return of nulla bona, and an execution against the lands of Cornelius Scott was issued, which is now in the hands of the bailiff, unsatisfied.

The defendants were married in 1891. The father of Margaret Scott gave her money and cattle to the value of about \$700—perhaps not quite so much. She subsequently received \$105 from her father's estate. This money was used by the husband and by the wife in maintaining the house and family and in raising, buying, and selling cattle. No accurate detailed account was kept of this money, but there came a time when they decided to purchase a house and lot in Strathroy. There is no evidence that Cornelius Scott was then in insolvent circumstances or unable to pay his debts in full, if any debts were then owing. It was understood and agreed between the defendants that the house and lot then to be purchased should belong to the defendant Margaret Scott.

I am of opinion that there was no fraud in this transaction. There was no intent on the part of either defendant to defraud, defeat, delay, or hinder any creditor of Cornelius Scott in the recovery of any debt.

Apart from any question of gift, I should think from the evidence that there was at least the sum of \$700 in money or money's worth that Margaret Scott could claim from her husband. I accept the evidence as true that the understanding was that the conveyance of the Strathroy property was to be made to Margaret. The conveyance was in fact to both defendants, and they held it, so far as paper title represented it, as tenants in common.

I find that in what was done at the time of and in reference to the purchase of the Strathroy property there was no intention of defrauding the plaintiff or any creditor of the defendant Cornelius Scott.

Both defendants say that the agreement was that the Strathroy property should belong to the wife. The conveyance was taken to both defendants, and the legal estate was, as above stated, in both defendants as tenants in common. The defendant Margaret Scott did not know, until informed at the trial of this action, that the conveyance was to both defendants. Cornelius Scott says he did not know that he was named in the conveyance until shortly before the present trial.

My finding is, that it was understood and that the intention was that the Strathroy property should belong to the wife, and that there was no fraud or fraudulent intent.