

SUPREME COURT OF JUDICATURE FOR ONTARIO.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

FERGUSON, J.]

STUART v. THOMSON.

[May 13.

Husband and wife—Ante-nuptial contract by letters—Post-nuptial conveyance of lands—Destruction of letters—Description of lands—Duty of husband—Intent to defeat creditors.

A young man, under 21, made an offer of marriage by letter to a young woman, and in the letter promised that, if she would have him, he would after the marriage give her all the property he had (meaning real property), describing it as "my farm in Osprey" and "my property in Elmvale." She accepted the offer unconditionally, also by letter, the marriage took place, and he afterwards conveyed the two properties to her. After the conveyances the parties, voluntarily and without any evil intent, destroyed the letters, believing that they had no longer any use for them.

Held, that the letters formed a pre-nuptial contract, enforceable in spite of their destruction, upon satisfactory evidence of their contents being given.

Gilchrist v. Herbert, 20 W.R. 348, followed.

Held, also, that the description of the properties in the man's letter was sufficient.

Held, lastly, that there was a duty on the part of the husband to convey to his wife, which negated the existence of an intent to defeat creditors.

W. C. McKay and *R. D. Gunn* for the plaintiffs.

John Birnie for the defendants.

Divl Court.]

SEGSWORTH v. ANDERSON.

[May 19.

Assignments and preferences—Assignment for benefit of creditors under R.S.O., c. 124—Purchase of insolvent estate from assignee—Arrangement between purchaser and certain creditors—Payment of claims in full—Liability to account—Parties.

A trader having made an assignment of all his estate for the benefit of his creditors, under R.S.O., c. 124, his stock-in-trade was purchased by his wife from the assignee; the defendants, who were creditors of his, and one of them the sole inspector of the estate, becoming responsible to the assignee for payment of the purchase money, and receiving security from the wife upon the goods purchased by her, not only for the amount for which they had become responsible, but also for the full amount of their claims as creditors of the husband. The arrangement to this effect was made before the purchase, and the other creditors were not informed of it. The estate was not sufficient to pay the creditors in full.

In an action by another creditor for an account,