

BRITTON, J.

NOVEMBER 11TH, 1907.

TRIAL.

PAYNE v. TEW.

*Fraudulent Conveyance—Interest in Land under Agreement
for Purchase—Assignment by Purchaser to Daughter—
Action to Declare Daughter Trustee for Father—Evidence
—Honest Transaction.*

Action upon a money demand for \$1,865.89 against defendant James R. Tew, and, on behalf of all creditors of defendant James R. Tew, to have defendant Lillian M. Tew declared a trustee for her father, James R. Tew, of a house and land in the township of Raleigh.

Ward Stanworth, Chatham, and W. F. Smith, Chatham, for plaintiff.

W. E. Gundy, Chatham, for defendant Lillian M. Tew.

No one appeared for defendant James R. Tew.

BRITTON, J.:—On 22nd October, 1896, defendant James R. Tew entered into an agreement with the Dominion Building and Loan Association, Toronto, for the purchase of the property mentioned for \$1,302, payable in 186 equal consecutive monthly instalments of \$7 each, the first to become due and payable on 1st December, 1896. This agreement was a very onerous one for the purchaser. Besides providing for payment of insurance and taxes, the purchaser was to pay interest after default of any instalment at 9 per cent. per annum, compounded monthly upon the amount in default. If the payments fell into arrears for two months, all payments were to be treated as payment of rent at the rate of \$7 a month, etc., etc., etc.

The defendant James R. Tew was called an easy-going man—a man of small means; he was first a peddler, then worked at a monthly wage, and for some two or more years prior to June, 1906, he sold meat by retail, getting his supplies from plaintiff, who was a butcher, and who sold meat by the carcase or side.

On 4th July, 1906, James R. Tew owed the plaintiff a large sum of money—the plaintiff says \$1,815.89; the