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NOVA SCOTIA.

SUPREME COURT.

JULY 5TH, 1909.

LANGLEY v. MARSHALL ET AL.

Fraudulent Conveyance — Agreement by Grantee to Pay Grantor's Debts—Grantee a Creditor.

Action to set aside two deeds upon the ground that they were made with intent to hinder, delay and postpone the creditors of the grantor. The grantor was indebted to a number of persons, and his indebtedness aggregated upwards of one thousand dollars. He owned several lots of land, all of which were heavily mortgaged. He conveyed a part of his lands to his son by a conveyance expressed to be made in consideration of one dollar, and a few months later he conveyed the remainder to the same son by a conveyance expressed to be made in consideration of six hundred dollars. It was proved at the trial that the son did not pay his father any money whatever for the lands, but on the other hand the son claimed that his father was indebted to him, and the agreement between them was that the son would pay his father's creditors and throw in his own claim in exchange for the lands. The agreement to pay the father's creditors was verbal only, and the father gave a list of the creditors to his son, but the plaintiff's name was not included in the list. The son paid all the other creditors before plaintiff brought this action. Ten years had elapsed between the making of the deeds and the trial of the action.

It was contended by counsel for the plaintiff that it is only necessary that the conveyance attacked delay, hinder or