

The insurance company should be allowed a fee of \$25 as for a watching brief; this they might deduct from the insurance money; and the widow might add it as a disbursement to her costs. The creditors should pay the costs of the widow, including the \$25.

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LATCHFORD, J.

OCTOBER 25TH, 1919.

PARRY v. BUTLAND.

*Assignments and Preferences—Agreement for Sale of Land—Death of Vendee—Conveyance of Land to Creditor—Impeachment by another Creditor—Powers of Vendor—Forfeiture and Resale upon Default—Action Brought within Sixty Days—Onus—Intent to Defraud—Promissory Note—Executor de son Tort—Husband and Wife.*

Action by a builder, residing in Belleville, against Lillie Butland, as administratrix of the estate of P. K. Butland, deceased, and against Lillie Butland and William Simpson, as executors de son tort, to recover \$385, the amount due upon a promissory note for \$300, dated the 26th September, 1917, made by the deceased, and bearing interest at the rate of \$5 a month both before and after maturity; and also for a declaration that a conveyance of land, dated the 8th January, 1919, made by one Ketcheson to the defendant Simpson, was null and void as against the plaintiff and other creditors of P. K. Butland, deceased; and for a declaration that the defendant Simpson held the land described in the conveyance as a trustee for the estate of P. K. Butland, and that the land was chargeable in Simpson's hands with the debts of the deceased. Ketcheson was not a party to the action.

The action was tried without a jury at a Belleville sittings.

A. Abbott, for the plaintiff.

E. G. Porter, K.C., and C. A. Payne, for the defendants.

LATCHFORD, J., in a written judgment, said that in June, 1917, the plaintiff and one Arnott were the equitable owners of a lot in the town of Trenton, and on that day entered into an agreement for the sale thereof to P. K. Butland, who paid \$150 at the time, and made a promissory note for \$350 to the plaintiff and Arnott. The amount of the purchase-money was \$2,650. Later in the same year, the plaintiff and Arnott caused the legal owner of the lot in Trenton to convey it to Ketcheson, and at the same time