

FARLEY v. FARLEY—KELLY, J.—JAN. 10.

Contract — Services — Quantum Meruit — Fraudulent Conveyance—Setting aside—Amendment—Creditors' Claims.]—Action by a niece of the two defendants to set aside a conveyance of land made by the defendant John Farley to the defendant George Farley, with intent to defeat the plaintiff's claim, and to recover \$1,800 for services to the defendant John Farley. The action was tried without a jury at Owen Sound. The learned Judge stated the facts at length in a written judgment, made findings thereon, and concluded that the plaintiff was entitled to be paid for her services upon a quantum meruit basis for a period of six years before action. There should be judgment in her favour for \$1,100 against the defendant John Farley, with costs of the action. The plaintiff was not an execution creditor of the defendant John Farley, and so the action, as to the claim to set aside the conveyance, should be on behalf of herself and all other creditors of her debtor. The record should be amended accordingly. Judgment setting aside the conveyance and directing a reference to ascertain creditors' claims and for sale of the land to satisfy the claims if not paid. The defendant George Farley to pay one-half of the costs of the action. W. S. Middlebro, K.C., for the plaintiff. W. H. Wright, for the defendants.

LAWSON v. NATIONAL TRUST CO. LIMITED—CAMERON, MASTER
IN CHAMBERS—JAN. 11.

Pleading — Statement of Defence — Relevancy — Construction of Trust Deed—Claim against Estate of Deceased Trustee and Beneficiary—Issues between Defendants—Refusal of Motion to Strike out Parts of Pleading.]—Motion by the plaintiff for an order striking out certain paragraphs of the statement of defence of the defendant company and the defendant Hardy, on the ground of irrelevancy. The plaintiff, the sole and continuing trustee under a certain trust indenture, brought this action to obtain a construction of the indenture with respect to certain questions which had arisen. The defendant company and the defendant Hardy were the executors of the will and trustees of the estate of Frederick Barlow Cumberland, deceased, who was a beneficiary and trustee under the indenture. The only specific claim of the plaintiff against the defendant company and the defendant