

Pedwell's wife was now dead, and his interest in her estate, as well as his rights under a license to cut timber upon the land conveyed to her, granted by her, passed to the assignee. The object of the action was to get at the interest which, on the wife's death intestate, passed to her infant children.

The attack was based on two grounds: first, that unpaid claims existed at the date of the transaction; and, second, that the lumbering business was of so hazardous a nature that the Court must find that the transfer to the wife was made for the purpose of defeating those who might thereafter become creditors in connection with that business.

In the learned Judge's view, the action failed; for, upon the facts, it must be found that no such intent as is necessary, under the Statute of Elizabeth, to invalidate a voluntary settlement, existed. It is the duty of the Court in each case to deal with the facts of that case; and the existence of the intent which invalidates is a question of fact to be determined in each action.

Reference to *May on Fraudulent Conveyances*, 2nd ed., pp. 26 et seq.; *Ex p. Mercer* (1886), 17 Q.B.D. 290.

Nothing was further removed from Pedwell's mind than the idea of defeating or defrauding any creditor. The gift to his wife was in truth an integral part of a transaction out of which he then expected, and not unreasonably, to make much money. It was done openly, with the knowledge and approval of the bank, then his only creditor for any sum of moment, and with the approval of the man who was now attacking the transaction. The value of the property given to the wife was infinitesimal compared with the supposed wealth of the husband.

A voluntary settlement made by a man on his wife on the eve of entering into a hazardous business for the purpose of putting his property out of the reach of creditors whom he may have, although he hopes that the business may result prosperously, cannot be supported; but this proposition must not be made too wide; the Court must still judge of the intent and object with which the settlement is made: *Buckland v. Rose* (1859), 7 Gr. 440.

The learned Judge had no hesitation in finding that there was not in the settlement of this piece of property any intent to defraud or defeat or delay those who thereafter became the settlor's creditors.

*Action dismissed with costs.*