

paid, later demanded the money back, alleging McE.'s endorsement to be a forgery. The plaintiffs paid back the amount received and brought action against H. and McE.

*Held*, that H., having acted honestly, was not liable in an action for deceit: but that the facts constituted a contract of warranty by him that he was entitled, as agent for the rightful owner of the cheque, to request the plaintiffs to collect it and pay the proceeds to him as such agent when collected, and that if the endorsement was forged, he was liable to repay.

*Collen v. Wright* (1857) 8 E. & B. 647 followed.

*Middleton*, for appellants. *M. J. O'Connor*, for respondent.

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## Province of New Brunswick.

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### SUPREME COURT.

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Barker, J.]

BAIRD v. SLIPP.

[May 8.

*Fraudulent conveyance—13 Eliz. c. 5—Consideration.*

In 1891. E. S., a farmer, deceased, agreed with two of his sons in consideration of their remaining on the farm and supporting him and their mother, and paying to their two sisters \$1,000 each, that the farm and his personal property should be theirs. The farm consisted of adjoining pieces of land, each worth about \$3,200. Subsequently the sons paid over \$3,000 in paying off balance of purchase money due on the farm, paid \$2,000 to the sisters, and supported the father and mother. On July 19, 1899, the father conveyed the farm to the sons for an expressed consideration of one dollar. At that time he was not in debt, but he was surety with others for loans amounting to \$14,000 to a company, of which he and they were directors, the last loan being for \$3,000, and made June 7, 1899. On May 3, 1901, the company went into liquidation, and the amount for which the directors were sureties, was paid by them, except E. S. In a suit by them to set aside the conveyance as fraudulent and void under the Stat. 13 Eliz. c. 5,

*Held*, that the bill should be dismissed.

*Connell*, K.C., and *Hartley*, for plaintiffs. *Currey*, K.C., and *Vince*, for defendants.