

personal liability of the executor, that the judgment in the County Court suit estopped the claimant from recovering against the executor personally, and that the claim was barred by the Statutes of Limitations.

*Held*, 1. A person supplying goods to an executor under such circumstances has no right against the estate, but he may sue the person who incurred the debt, and he also has a right to be subrogated to any right of indemnity which the executor has against the estate in respect of the liability so incurred: *In re Frith*, [1902] 1 Ch. 342; *Dowse v. Gorton*, [1891] A.C. at p. 199.

2. Per KILLAM, C.J., that the executor was estopped by the agreement of settlement that he had made and by the order of the Court confirming the same from setting up the defence of a deficiency of assets out of which to pay, and that under the circumstances Velie's claim should be treated as one against the estate upon which the Master was bound to adjudicate under the consent order.

3. Per DUBUC, J., that the executor was estopped by the course he had taken in the County Court suit from disputing the validity of the claim as against the estate.

4. There was no ground for claiming that the claim was barred by the Statutes of Limitations.

*Elliott*, for claimant. *Howell*, K.C., and *Hough*, K.C., for executor.

Full Court.]

ROBERTS v. HARTLEY.

[Dec. 20, 1902.

*Fraudulent conveyance—Exemptions—Lien of registered judgment—Taking proceedings under, while debtor in occupation of land claimed as exemption.*

Appeal from decision of DUBUC, J., noted vol. 38, p. 352, dismissing the plaintiff's action, which was for the setting aside of a conveyance of certain land from the defendant, Bridge Hartley, to his wife, Ruth Hartley, and for a sale of the property to realize the amount of the plaintiff's registered judgment against Bridge Hartley. The conveyance was made without consideration, and, as both parties swore, with the intention absolutely to transfer all interest in the property to the wife. It was made about the time when the writ was served in the action in which the judgment was obtained, and, unless the property were to be held to be exempt from seizure under the statute as being the actual residence and home of the debtor, there was no doubt that the conveyance should be declared void as against the plaintiff under the 13 Eliz., c. 5. Secs. 196-197 of R.S.M., c. 33, provide that the registration of a certificate of a judgment shall bind all interest or estate of the defendant in lands in the registration or land titles district the same as though the defendant had in writing under his hand and seal charged the same with the amount of the judgment; but, by 55 Vict., c. 1, s. 5, this enactment is made subject to the proviso that no proceedings shall be taken under any such judgment