

**THE LAW COURTS.****SUPREME.—CIVIL SITTINGS.****ADELAIDE: Monday, August 14.****[Before His Honor Mr. Justice Homburg.]**

William Rawson, of Adelaide, army pensioner, v. Ellen Norah Collins, wife of David Collins, of Adelaide, clerk. Mr. R. Ingleby for the plaintiff and Mr. J. R. Anderson, with Mr. J. L. Gordon, for the defendant. This case was heard in May. His Honor, in giving judgment, said the plaintiff sought to set aside a transfer made by his late wife Catherine on October 27, 1898, to the plaintiff's stepdaughter, Ellen Norah Collins, of three city properties acquired by the plaintiff's wife before January 1, 1884, the date of the coming into operation of the Married Women's Property Act, No. 300, of 1883-4. Plaintiff claimed that the properties in question were purchased with his money—out of earnings, pension, and retiring allowance—paid by him to his wife for their common wants or welfare, and from the profits made by his wife out of a business carried on by her in her own name in the premises in which they resided, and that such business by the law as it stood before January 1, 1884, was his property. The defendant said that the properties were bought by the late Mrs. Rawson out of her separate estate, and that defendant was a purchaser for value without notice to secure payment to her of an advance of £1,000. His Honor reviewed the evidence at length, and concluded that the late Mrs. Rawson had paid for all the properties purchased before 1884 out of moneys saved from her husband's earnings, pension, and retiring allowance, and from the trade carried on in her own name, and that during their joint lives she so conducted and managed the affairs as to justify him believing that the properties were used for their mutual benefit. The defendant's counsel urged that these circumstances proved acquiescence, but he could not hold that a resulting trust had been proved. He cited *Soar v. Foster*, 4 K. and J. 132; *Mewa v. Mews*, 15, Beav. 520 (1852); *Hoyes v. Kindersley*, 2, Sm. and Gif. 195; *Barrack v. McCulloch*, 3 K. and J. 110; *Grant v. Grant*, 13 W.R., P. 1,057; *Lloyd v. Pugh*, 8 Ch. App. 88; *Marshall v. Crutwell*, 20, Eq., 328; and *Mercier v. Mercier*, 72, L.J., Ch. 511. The evidence of the defendant and her witness Lynch in support of the amended defence was inconsistent, impenetrable, and unsatisfactory. He ordered—(1) That the plaintiff was entitled to the land certificate of Title vol. 148, folio 10, and to rents and income thereof from February 11, 1906, and to the payment of the sum of £25, being balance in the hands of defendant, from the sale of Waymouth street and Grey court properties; (2) that the defendant was entitled to payment of a proper proportion of all rates, taxes, and outgoings in respect of the Franklin street property from February 11 last; (3) that the defendant deliver to the

plaintiff possession of the said land and execute a transfer thereof; (4) that the defendant pay the cost of the action. The counter-claim was dismissed. Leave was reserved for either party to apply to a Judge in chambers for leave to amend claim and defence if necessary. On the application of Mr. Anderson an extension of 10 days was allowed in the event of an appeal being lodged.