

dismissal, stating the plaintiff's willingness to return to work, otherwise threatening action for damages. A telephone conversation between the plaintiff and James W. Sutherland, president of the defendant company, ensued, and the plaintiff went back to work on the Sunday night following, and worked until Monday evening, when he demanded an unconditional withdrawal of the letter of dismissal and extra pay for overtime. These concessions Sutherland refused to make, and the plaintiff left the defendants' employment.

In so acting, he, of his own free will, terminated the contract. As Sutherland said, if the plaintiff was back at work, he was back, so what was the use of withdrawing the letter? And, as to the overtime, he was either putting an end to the contract, or at least seeking, in a somewhat arbitrary and high-handed manner, to impose on the defendants his own reading and construction thereof.

The plaintiff therefore failed. His action must be dismissed—in all the circumstances, without costs.

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ROSE, J.

FEBRUARY 13TH, 1918.

SLATER v. SLATER.

*Husband and Wife—Lands Bought by Husband and Conveyed to Wife—Presumption of Gift—Evidence to Rebut—Action for Declaration of Trust.*

Action for a declaration of trust.

Trial at London, without a jury.

J. W. G. Winnett, for the plaintiff.

Sir George Gibbons, K.C., and G. S. Gibbons, for the defendant.

ROSE, J., in a written judgment, said that the action was by a man against his wife for a declaration that a house bought in 1898, and by the plaintiff's direction conveyed to the defendant, was held by the defendant in trust for the plaintiff; and for a declaration that two other properties, the one called the Richmond street property, bought in 1900, and the other called the Dundas street property, bought in 1906, both of which were similarly conveyed to the defendant, were, and that the proceeds of the sales of them and any properties or securities now repre-