

only by a notice of at least six months, terminating at the end of a year. The notice had not been given. Although not legally proven, there was no doubt that the plaintiff's alleged deed was a sufficient protection to the defendant for payment of rent to the plaintiff, since the time he ceased to pay to Stephens. Action dismissed with costs. If the plaintiff desired it, he might deduct from the defendant's costs, when taxed, the rent of the premises in question from the 1st July, 1912 (less such sum, if any, as the defendant in this period had paid for taxes), and in that event the defendant would be entitled to issue execution for the balance only. J. H. Clary, for the plaintiff. J. A. Milligan, for the defendant.

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JOHN MACDONALD & CO. LIMITED V. TEASDALE—LENNOX, J.—  
MAY 5.

*Trusts and Trustees—Land Conveyed by Husband to Wife—Resulting Trust for Husband—Declaration—Payment of Claim of Creditor—Amendment.*—Action to have it declared that a certain conveyance of land made by the defendant Henry E. Teasdale to his wife, the defendant Helena Augusta Kate Teasdale, was null and void as against the plaintiffs and all other creditors of the defendant Henry E. Teasdale, or that the lands conveyed were held in trust by the grantee for the grantor. The learned Judge said that the evidence satisfied him that the defendant Henry E. Teasdale had a financial interest in the land standing in the name of his wife, and that money which ought to have gone in payment of the plaintiffs' claim went in paying for this property. So far as this money was derived from a boarding account or from conversion of a horse, there never being any completed gift of these chattels to the wife, so far as there were profits from these investments or accumulations or surpluses from the husband's earnings, these were the husband's moneys, and must be accounted for. It all went into the common fund now in part invested in the land in question. Whether the business alleged to have been carried on by Mrs. Teasdale could be regarded as her business, the learned Judge had not stopped to determine, as, without this, there was, in his opinion, a resultant trust in favour of Henry E. Teasdale of more than sufficient to satisfy the plaintiffs' claim. The evidence as to advances made by Mrs. Teasdale and a chattel mortgage transaction left a serious question whether the detailed