

the learned Judge believed, paid by Zoe Pillon with her own money: the other instalments and the interest were paid out of the profits of the business which the husband and wife carried on in the hotel: the license to sell intoxicating liquors was always in the name of Zoe Pillon.

If the plaintiff had acted alone in the purchase, and had paid the whole of the purchase-money, but had directed the vendor to convey the property to his wife, there would have been no resulting trust in his favour: see *Slater v. Slater* (1918), 13 O.W.N. 429; and, *a fortiori*, no such trust arose in this case, where the first payment was made out of the wife's own money and the later ones were made out of moneys which she helped to earn. Moreover, it was impossible to find upon the evidence that there was an express agreement that the hotel should belong to the husband, either alone or jointly with his wife: the husband's evidence was very vague; whereas the wife swore positively that the venture was her own, and the circumstances were entirely consistent with the truth of her statement. Therefore, apart altogether from any defence based upon the Statute of Frauds, any claim that there was an express trust for the plaintiff must fail.

The dwelling house stood in the name of Zoe Pillon and the defendant Edwards. In the spring of 1919, Zoe Pillon engaged Edwards to manage the bar and some other parts of the hotel, she looking after the other parts, and she and Edwards dividing the profits equally between them. The plaintiff, willingly or unwillingly, consented to this arrangement, and, at least as early as July, 1919, engaged in some other business. The house was bought in December, 1919, and was paid for out of moneys earned by Edwards and Zoe Pillon. The plaintiff had nothing to do with its purchase; and his case in regard to it was based solely upon his claim to an interest in the profits derived from the business. He was not the owner of the hotel, and his claim to an interest in the moneys out of which the house was paid for was even weaker than his claim to the hotel. The claim to an interest in the house therefore failed.

*Action dismissed with costs.*