

plaintiff as assignee of Bordeleau, he induced the Government to issue the patent to him alone. Even if there were no writing at all, the Statute of Frauds was not an obstacle in such a case. The doctrine that a trust results in favour of the person who advances the purchase-money, or pro tanto in favour of the person advancing a share of it, is not interfered with by the statute. The defendant and those who assisted him obtained the patent by flagrant dishonesty—by deliberate concealment and misrepresentation—and the learned Judge was satisfied that the Government would not have issued the patent to the defendant alone if the facts had been honestly disclosed. The result was that the defendant, upon obtaining the patent to himself alone, ipso facto became an unwilling trustee for the plaintiff, as assignee as aforesaid, of a one-fourth share in the islands in question. Before and since the issue of the patent, the defendant cut and converted to his own use quantities of timber and wood upon Petrie islands. The plaintiff should be allowed further to amend the statement of claim so as to include this ground of complaint; and, subject to the payment or allowance of \$425—the balance of the plaintiff's share of the purchase-money—upon the adjustment of the accounts, there should be judgment for the plaintiff in the terms of the prayer of the statement of claim, and for a reference to the Local Master at Ottawa to ascertain the plaintiff's one-fourth share of the defendant's net receipts and profits from the cutting and sale or disposal of timber and wood upon the islands. There should be judgment, too, for the plaintiff for the costs of this action, and—the defendant's conduct having created the necessity for it—the costs of the reference in any event, except such costs, if any, as the plaintiff might improperly cause or incur; and as to these the question might be spoken to, should a necessity for doing so arise. H. H. Dewart, K.C., and C. A. Seguin, for the plaintiff. W. C. McCarthy, for the defendant.

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CAMPBELL V. BARRETT AND MCCORMACK—LENNOX, J.—MAY 13.

*Vendor and Purchaser—Agreement for Sale of Land outside of Province—Specific Performance—Title—Failure of Vendors to Acquire—Judgment for Return of Purchase-money—Stay of Execution to Enable Vendors to Make Title.*]—Action for specific performance of an agreement for the sale by the defendants to the plaintiff of certain land in Saskatchewan, and,