

ment within the time named, the land was to become the absolute property of B., and the plaintiff was to give up possession. If the plaintiff paid the \$2,922, he was also to pay taxes and insurance premiums. The plaintiff was to have the right to possession and to receipt of the rents and profits until the time came for making the payment of the stipulated sum.

The plaintiff made unsuccessful efforts to find some one to put up, before the 9th November, the amount required to secure a reconveyance; and he said that he induced B. to extend the time until the 13th. On the 13th, the defendant G. F. Welbanks paid B.; and B., with the consent or at the request of the plaintiff, although without any writing signed by the plaintiff, conveyed the land to the defendants. In 1917, the defendants sold the land for \$3,800.

The plaintiff's claim was to enforce a parol agreement, alleged to have been made with him by the defendants, prior to the conveyance from B., that they would hold the land, keep the place in repair, pay the taxes, and do the road-work, and, when they resold, would give him the difference between the cost to them and the price at which they sold; instead of interest, they were to have, the plaintiff alleged, the right to occupy the land until it was sold. The plaintiff also claimed wages for services performed by him for the defendants from the time when they took possession of the land until they sold it.

The action was tried without a jury at Picton.
E. M. Young, for the plaintiff.
Thomas Walmsley, for the defendants.

ROSE, J., in a written judgment, after setting out the facts, said that, assuming that the agreement alleged had the effect of creating a trust, it was proved with all the clearness and precision required by the cases—e.g., *Hull v. Allen* (1902), 1 O.W.R. 1, 782, and *McKinnon v. Harris* (1909), 1 O.W.N. 101, 14 O.W.R. 876, that the defendants did agree with the plaintiff that they would pay B. and would take over the land, and, when they sold it, would pay to the plaintiff the difference between what it had "cost" them, or what they "had in it," and the price at which they sold. It was a real agreement, not a mere expression of intention; and there was no qualification of it.

The plaintiff was, therefore, entitled to judgment upon this branch of his claim.

During their occupancy the defendants spent some money in making improvements or repairs. The plaintiff's allegation that