

defendant on the 23rd March, 1912. The consideration mentioned was \$500; and the defendant paid that sum to the plaintiff. The property conveyed was of much greater value. The plaintiff alleged that the conveyance was made for a particular purpose, with reference to a scheme or business venture which was never carried out, and that, by the agreement and understanding between the plaintiff and defendant, the defendant was to reconvey the property to the plaintiff. This the defendant refused to do, contending that the conveyance was intended to carry out an actual bonâ fide sale for the consideration of \$500. The learned Judge, in a written opinion, reviewed the evidence, and stated his conclusion that the conveyance was given for the purpose stated by the plaintiff; that the defendant deliberately evaded giving a letter, which the plaintiff asked for, declaring in effect that the defendant was only a trustee for the plaintiff; and that the defendant was improperly withholding the property from the plaintiff.—At the opening of the trial, an application was made by the defendant for leave to amend the statement of defence by pleading the Statute of Frauds; and that application was granted. But, the learned Judge said, the defendant could not protect himself behind that statute: *Rochefoucauld v. Boustead*, [1897] 1 Ch. 196; *McMillan v. Barton*, 20 S.C.R. 404.—Judgment for the plaintiff declaring the conveyance void and directing that it be delivered up to be cancelled; that the registration thereof be vacated; that the defendant reconvey to the plaintiff the property and assets transferred; and that the plaintiff recover from the defendant \$5 as damages for his refusal to reconvey. As the plaintiff was willing to compensate the defendant to the extent of \$200 for any services he performed, the defendant should now be paid that sum by the plaintiff. Costs of the action to be paid by the defendant. If the parties cannot agree as to whether the sum of \$500 paid to the plaintiff is now in his hands, or whether it or any part of it was returned to and retained by the defendant, there will be a reference to the Local Master at Belleville to ascertain and report what the fact is; and the defendant will be entitled to such part of it as may be found not to have been so returned and retained; the amount so found, if any, and the \$200, to be set off pro tanto against the plaintiff's costs. Costs of the reference reserved until after the report. *McGregor Young, K.C.*, for the plaintiff. *W. C. Chisholm, K.C.*, for the defendant.