

of his car and the transfer of his money in the bank to the defendant Redman, though absolute in form, were made on the representation and agreement of that defendant that she would keep them for him and return them to him if and when he came back from the war. Had the plaintiff been more astute, or had he had less confidence in the defendant Redman, he would have obtained documentary evidence of the real agreement.

It was clear, on the evidence, that the defendant Vass had full knowledge of the inducements and representations of Redman; according to the plaintiff's story, the transfers were made on Vass's suggestion.

In these circumstances, it was not necessary to set aside the transfers as being improvident or induced by undue influence. It was sufficient to find and declare that the property and moneys in the hands of the defendant Redman were impressed with a trust in favour of the plaintiff, and that the defendant Redman, in spending the money and in selling the car to Vass, did so in breach of a trust, of which the defendant Vass, at the time of his alleged purchase of the car, had full notice and knowledge. That such a finding and declaration can be made, although the bill of sale and transfer are absolute in form, is clear. See *In re Duke of Marlborough*, [1894] 2 Ch. 133; *Rochefoucauld v. Boustead*, [1897] 1 Ch. 196; and other cases collected in *Phipson on Evidence*, 5th ed., p. 549.

*Appeal dismissed with costs.*

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FIRST DIVISIONAL COURT.

JUNE 11TH, 1920.

C. C. ROBBINS INCORPORATED v. ST. THOMAS PACKING CO.

*Company—Extra Provincial Corporation—Extra Provincial Corporations Act, R.S.O. 1914 ch. 179, secs. 7, 16—Action Brought by Unlicensed Company—License Obtained pendente Lite—Validation of Contract Entered into in Violation of Statute.*

Appeal by the defendants from the judgment of CLUTE, J., 17 O.W.N. 449.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and FERGUSON, JJ.A.

John Jennings, for the appellants.

O. L. Lewis, for the plaintiffs, respondents.