

makes no re-entry, the breach of the covenant not to assign is waived.

Woodfall on Landlord and Tenant, 15th ed., 337, referred to.
J. Munro, for plaintiffs. *H. V. Bigelow*, for defendant. *E. M. Bill*, K.C., for Starland, Limited.

Province of British Columbia

COURT OF APPEAL.

Full Court.]

[Nov. 5, 1912.]

POWELL v. CITY OF VANCOUVER.

*Trusts—Resulting trusts—Conveyance of land as city hall site
—Agreement to “maintain” city hall there.*

Where the owner of several parcels of land conveys certain of them to a city corporation under a stipulation that the grantee shall “maintain,” on the site so granted, its city hall, and where the deed of conveyance makes no provision that the city hall shall be maintained there “for all time” or to any such effect, and where it may reasonably be inferred that the grantor in executing the deed contemplated that a city hall so located near his remaining lots for a limited time would meet his purposes by enhancing the value of his adjacent property, there is no resulting trust in favour of the grantor, in the event of the grantee (owing to rapid city expansion) building a new city hall on a different site, approved by the ratepayers of the city.

Smith v. Cooke, [1891] A.C. 297, followed.

Bodwell, K.C., and *Mayers*, for plaintiff. *W. A. Macdonald*, K.C., for respondent.

COUNTY COURT, VICTORIA.

Lampman Co.J.]

[Dec. 28, 1912.]

B.N.A. AGENCY v. FISH ISLAND SYNDICATE.

Insolvent—When debtor to be deemed insolvent.

Held, that the mere fact that a debtor has difficulty in raising money, and allows judgments to go against him, does not in itself warrant his being declared an insolvent, unless his assets are insufficient to cover his liabilities. *Warnock v. Kloepper* (1887), 14 Ont. 288, affirmed 18 S.C.R. 701, distinguished.

H. B. Robertson, for plaintiffs. *Alexis Martin*, for defendants.