

persons without means may get possession of valuable interests in real property.

In 1905 the property in question and other property was acquired at a price much lower than it has since attained. Nothing was paid therefor by the defendants or either of them out of their own pockets, the financing of the purchase and of the erection of the buildings which later on were erected having been done by borrowing on mortgage upon the land and otherwise. The rapid and substantial increase in the value of real property which came about after the purchase, and the revenue derived from the property itself and the buildings when completed, not only made possible the purchase and the carrying on of the building operations, but has left to the owner a substantial margin of value in excess of the encumbrances still on the property. At the trial defendant W. S. Thompson put the value of this equity at a sum in the neighbourhood of \$20,000.

The uncontradicted evidence of defendants is that the purchase was made for defendant Mary Stuart Thompson, and that her co-defendant acted only as her agent and attorney in the buying of the land and the erection of the buildings and looking after the property.

In the face of this direct testimony, much of which is corroborated by the evidence of the party from whom the land was purchased and who advanced the earlier moneys to carry on the building operations, and though it was W. S. Thompson who was actually engaged about these transactions, I am unable to hold that the property belongs to him or that his co-defendant is trustee thereof for him.

Reaching this conclusion, I, nevertheless, think there is something to be said about the attitude of W. S. Thompson towards the debt he contracted with plaintiff. Though I have not been able to find that his co-defendant is trustee for him, I still think that the relationship between them with respect to this property and the benefits to W. S. Thompson personally from his connection therewith, are such that there can be but little doubt that it was quite within his power, had he been so inclined, to make some satisfactory arrangement with plaintiff which would have avoided the bringing of this action. Under such circumstances I am not disposed to add to the plaintiff's loss the further burden of paying defendants' costs. The action will therefore be dismissed without costs.