senting such proceeds were, similarly held in trust. The house bought in 1898 was a double house. The parties and two of their children still occupied one half of it; the other half was rented for $20 or $25 a month. The transactions in respect of the other properties were of some size, on paper, but the result of all the dealings seemed to be, that there was an annual income of an amount that would be no more than sufficient to maintain an invalid son of the parties; the defendant was maintained by another son—her daughter, a teacher, assisting as far as she was able.

In the statement of claim the plaintiff asserted that all the properties were placed in the name of the defendant in trust for the plaintiff and solely for his benefit and convenience; but what he swore to was that, when he was buying the dwelling-house in 1898, he told his wife that it was to be in her name in trust for him and his family, including the wife; and that that was the only occasion upon which a trust was mentioned. The defendant denied this conversation. She said that the statement was, that the plaintiff did not want his creditors to get the house; and that a similar statement was made by him in reference to the Dundas street property at the time of its purchase in 1906.

The defendant's evidence was to be accepted in preference to the plaintiff's; the plaintiff as a witness was one upon whose memory reliance could not be placed where there was a contradiction. The facts given in evidence as to the dealings with the properties —for instance, the defendant's statement that she collected the rents of the Richmond street property, and the fact that the plaintiff joined in the various mortgages as covenantor—did not point clearly either to a gift to the defendant or to a trust for the plaintiff. Therefore, all that there was against the presumption in favour of a gift, which arises when a property bought by a husband is conveyed to his wife, was the statement, as to the house in 1898, and as to the Dundas street property in 1906, that the plaintiff did not want his creditors to get them; and, as pointed out by the Chief Justice of Canada in Scheuerman v. Scheuerman (1916), 52 S.C.R. 625, 626, there was "nothing necessarily inconsistent between the idea of his making an absolute gift to his wife and the fact of his having given her the property to keep it from his creditors."

The presumption of law that the gifts were absolute ones was not rebuted; and the action must be dismissed.