to A., remainder to B., to take it from the devisee and give it to another, see Mr. Wilbraham's argument in Adlington v. Cann, 3 Atk. 145, which was approved by Lord Hardwicke. So it has been laid down with reference to resulting trusts in the Mutual Ins. Co. v. Deale, 18 Md. 26, that any evidence to displace the title of the nominee, unless founded on his own admission or declaration of trust, must be contemporaneous with the purchase, subsequent acts or declarations or matters arising *ex post facto* being inadmissible. An exception from the Statute is that trust-money may be followed into land, Ryal v. Ryal, Ambl. 413; Lane v. Dighton, *ibid.* 409; see Hopper v. Conyers, 2 L. R. Eq. 549.

VIII. **Resulting trusts.**—As to resulting trusts: the case generally cited here is Dorsey v. Clarke, 4 H. & J. 551, which refers to the older English authorities. It is there observed that if a man purchases an estate and pays the money, but takes the deed in the name of another, a trust results by law to him,[104] and if the nominal purchaser refuse to execute a declaration of trust, the payment of the consideration money may be proved by parol as before the Statute, the payment of the money being the foundation of the trust.[105] But where a man employs an agent by parol to buy an estate, who buys it accordingly, and no part of the consideration is paid by the principal, and there is no written agreement between the parties, he cannot compel the agent to convey the estate to him.[106] See Brooks v. Dent, 1 Md. Ch. Dec. 523, as to purchases with the wife's money. Personalty as well as real estate falls within the same principles, see Rider v. Kidder, 10 Ves. Jun. 360; Garrick v. Taylor, 29 Beav. 79.

In Oehler v. Walker, 2 H. & G. 323, such a trust was enforced after a lapse of more than twenty years, where the heirs of the original *cestui que trust* were infants during a great part of the time, but considering the length of time during which the suit had depended and numerous changes of parties, the Court would not allow for improvements on the one side or rents and profits on the other.

If a part of the consideration is advanced by a third party, the trust will result to him *pro tanto*, but the advance must be of an *aliquot* part of the purchase money, Purdy v. Purdy, 3 Md. Ch. Dec. 547; Cecil Bank v. Snively, 23 Md. 261; Aveling v. Knipe, 19 Ves. Jun. 441.[107]

Where, however, a settlement or gift is deliberately designed by a party competent to make it, Hays v. Hollis, 8 Gill, 357, or the party, in whose

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[104] *Intention*, however, is an essential element. As the trust results merely from an arbitrary implication in the absence of reasonable proof to the contrary, the nominal purchaser may rebut the presumption by parol evidence showing the intention of conferring a beneficial interest. The trust will not be raised in opposition to the declaration of the person who advances the money, the agreement of the parties on which the conveyance is founded, or the obvious purpose of the transaction. Walsh v. McBride, 72 Md. 58; Trustees v. Jackson Church, 84 Md. 178.

[105] Plummer v. Jarman, 44 Md. 632; Keller v. Keller, 45 Md. 269; Nagengast v. Alz, 93 Md. 525; Johns v. Carroll, 107 Md. 436.

[106] Cf. Roman v. Mali, 42 Md. 513.

[107] Johnson v. Johnson, 96 Md. 147.