

mother and sister continued to live on the place and work it without accounting to the defendant or her sister, who with her were the owners, of the farm. There were cattle, sheep and a pig on the place when the plaintiff went there, some of which seem to have died in a way most unusual in the case of cattle, "of old age," and the fences and buildings were not kept in very good condition. Plaintiff paid taxes on the place amounting to \$76, but defendant says she also paid taxes. She also sent the plaintiff \$80 to pay a debt he owed before he left Springfield.

Plaintiff is claiming wages for the time he worked on the farm, but it is, I think, not contradicted that he made no demand for wages until he consulted a lawyer after the place was advertised for sale by the defendant five or six years ago. It would be difficult to determine what wages, if any, he would be entitled to. If he sold his house at Springfield he got the money for it, or whatever value he had on it. Probably there was none as he left Springfield in debt. Whatever came off the South River farm while he was working it went, after his grandmother's death, to his mother, his sister and himself. He never accounted to the defendant or her sister, the owners of the South River farm for any of the proceeds. He either sold the cattle, receiving the money for them or allowed them to die of old age. I do not, in fact, see how I could make any allowance on a quantum meruit for his wages on his own shewing, seeing that he had been paying himself all along from the products (produce) of the farm and the use or sale of the stock.

The defendant of course denies the plaintiff's version of the agreement, and puts the plaintiff in the position of a mere tenant at sufferance after a period of two years from 1896, as to which she says there was an agreement that plaintiff should remain on the place with his mother, having what they could raise on the place and the use of the stock. She was willing at one time to give plaintiff the farm if he would marry a particular lady, but no such marriage took place.

The plaintiff's evidence is too vague to sustain a finding in his favour on any view of his claim which must therefore be dismissed with costs.