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 Co posseasson orer the whole lot, on the olfared
prortion by oultivation and encoloure and on the wilderness portion by cutting wood and lumber
he nad under the Statute an indefeasibile title to he had under
Mr. Allen, for the Plaintifif, argued that from the circumstaneeso of the oases it was most impro-
bable that Mr. Cloper had of the whole five hundred acres. From his ow ovidence it appeared that Mr. Clopper made hin
3 present of fifty a present. of fifty soreses, oold him fifty a
sufficient in in th to make a deed of that quantity, and took a morttego him doed of that quantity, and took a mortgage fo
the paymeut of the purchase money of the fift agreas for which he was to pay. Was it at a choold have given Mr, Gigy at preisely the sam
time the whole five hundred acres? was not the time the whole five hundred acres? was not th true explanation this: that Mr. Clopper had di rected Mr. Gigy to Look affer the remminder, and
keep trospasesers off tit? If this vier wase orrect seep tropspasers of tit If this view was oorrect
Sf. Gigy then he went on the lotes 78 and 7 idr. Gigy when he went on the lote 78 and
went on them as a trespaser, and could onl cleimm under the statutete such portion as he had ao - tually oocoupied by encolosing and eultivating fo Wbove twenty yeara, and this by the evidence
sppared to be at most only the land between the road and the River, and a few acres on the othe side of the road
Sir James Carter, in summing up, snid that
teaving out of view the alleged conversation beTreving out of view the alleged converastion be-
tween Mr. Clopper and the defondant in 1891 tween Mr. Clopper and the deffondant in 1881,
end looking only to the fact that Gigy in 1831 send looking only to the fact that Gigy in 1831 to the prosent time, exercising the rights of seesion in the manner deseribed, thero could no doubt but thát he had under the statuto oc quired a good title to the land which he had ac tually enclosed and oultivated for a period of twenty years antecedent to the commence
ment of the action a and to that only, as the tent of tere action, and to that only, as the
traypaser ceold aoquire a tight to nothing be
yond what Yond what heonalad acquire a tiright to onthing be-
thin octually oceupied. In thita aase their jury would find a verdiet for the
phintiff for all the lot 79 e occupicd all the lot 79 exoept the portion th tween the highuray and River ne the portion be tight a ares on the other side of the lighwa which had been cleared more than twenty yeari
since.
But then then Since. But then they came to the alleged con-
versation between Clopper and Gigy in versation between Clopper and Gigy in 1 B33, in
whicording to Gigy's evidence, Clopper tol him to go and take possession of the two lots 78
and 79. af the jury beliered and 1 . If the jury beliered this statement then consider Gigy as a trespesene this land; andcoonsequently the possessasion which Le had exerecised would extend to the whole of lot
73 , to the wilderneess portion as well as to tho
cultivated portion, and the defendant should ha cultivated
$a$ verdict.
The jury, after rememiving out about half hour, eame in with a vertiot for the plaintiff, , -apt with respect to the land between the highof thendight.
Mrs. Eliza A. English agniust Joshua Hart
ley. This was ariaction of trover to reeover the
value of a hosse. It appeured in eridence that value of a hasse. It appeared in eritence that
Mr. Jamee Grover, as agent for Mrs. English. While holding a bill of sale of the horse from $M$ The horse, and that the hatter had traded it wit aftar the tramsachiou Mr. Groover discoerered and as Mrfifratiey who resides some thirty mile above Woodstock was then in the town, he im mediately went and saw him at. Mr. M. Stephen son's stable, in which Hartley's team of whieh hee lorse formed a part was fecing; dola Hart ef give up tho horse and save himself tree ber and cost.' Hartiey suid it mas a hard case, but promised to come and see Mr. Grover, nt the Sank; at which accordingly the two in a few mi nutes after met, Mr. Joln Balloch aliso being progent of what took place there the version
of Hartley differed from thint of Grover and Aartley differed from thint of Grover and Balloch. The two hatter stated that Mr. Grover
again explained the oiroumstancose to Mr. Hart myan anplained the expresed an intention of not allorint Win to dopart from Woodstook with the anininal


