

March 8, 1882. ARMOUR, J.—The primary cause of the litigation which has taken place respecting the one hundred and seventy five pieces of timber now in question, arose from the want of a proper description of the limits granted to Batson & Currier and to the defendant by their respective licenses from the Crown.

The license to Batson & Currier was of the earlier date, and would have been held void for uncertainty in the description of its limits, for the same reason that compelled us to hold the license to the defendants, the limits of which were bounded by the limits of the license to Batson & Currier, void for uncertainty.

If Batson & Currier had brought replevin against the defendant for timber alleged by them to have been cut by him on their limits, we would have been obliged to determine it against them, by reason of the infirmity of their license, just as we were obliged, in the replevin suit brought by the defendant against Batson & Currier for this timber alleged by him to have been cut by them on his limits, to determine it against him by reason of the infirmity of his license.

The timber in question was, I think, cut upon lands intended by the Crown to be within the limits of the defendant's license, and not to be within the limits of Batson and Currier's license; but I think also that Batson and Currier had good grounds for asserting and maintaining that the lands upon which it was cut were within their limits.

It is therefore eminently a case for an equitable disposition of the controversy, and I think that such a disposition can be made of it as will do complete justice between the parties.

It would be hard that the defendant should be deprived of the timber cut from lands intended to be within the limits of his license; but it would be much harder if, after Batson and Currier had cut this timber, and made it and drawn and transported it to where it was replevied, the defendant should be allowed to deprive Batson and