

cultivate and prepare the land for fall wheat, and should be entitled in the following year to reap what he had sowed. This understanding entitled plaintiff to possession of the whole 50 acres so long as he was entitled to possession of any portion of it, for the understanding, under which he took possession, had reference not to a portion, but to the whole 50 acres. Hoover says the term was to expire on 1st October, 1907. Both parties agree that the rent was to be \$85 a year and taxes and performance by plaintiff of statute labour. As plaintiff was getting little or no benefit from the occupation of the farm during the summer of 1906, it was not contemplated that he should pay any rent for that period of the term. Under the circumstances above set forth, plaintiff is, as against Hoover and those claiming through him with notice, entitled to retain possession of the 50 acres until 1st October, 1907, paying as rent \$85 and taxes and performing statute labour for the year 1907.

Then as to trespass. It appears that immediately adjoining field A, now in fall wheat, is land owned by plaintiff and on which, close to the boundary line between the two properties, a gas well has been sunk and a flow of natural gas has been procured. In August, 1906, defendant Hoover made a lease to defendants Krick and Maines, as trustees for the Erie Gas Company (not then incorporated), of a part of field A for the purpose of enabling them to drill thereon for natural gas. On 5th October, 1906, Hoover and Krick and Maines went to field A and took forcible possession of a portion thereof. Hoover pulled down the fence and admitted the others with their plant into the field that they might there drill for gas. They then erected drilling machinery and proceeded to drill. Thereupon plaintiff instituted these proceedings and obtained an injunction.

I see no possible justification for Hoover's action. He put plaintiff as his tenant in possession; was aware of his expending labour upon the land throughout the summer with the view of sowing it in fall wheat in expectation of reaping the fruits of his labour; and he was in possession with Hoover's consent for an unexpired term, when the latter took forcible possession. In so acting, Hoover was committing a trespass for which I can see no possible excuse.

As to the action of Krick and Maines, they endeavoured to justify as lessees in good faith without notice of plain-