extinguished, and that defendants were estopped by their conduct from disputing the plaintiff's title. *Miller* v. *Hamlin et ux.*, 103.

2. *Conveyance by married woman—Want of certificate—Possession contrary to deed—R. S. O. ch.* 127 *sec.* 13, 14—*Curing defect.*]—A., a married woman, owning the whole lot, in 1834, by deed jointly with her husband, purported to convey the east half to F. in fee simple. The conveyance was void in not having the proper magistrate's certificate endorsed thereon. F. never took possession, but in 1852 conveyed to H., through whom the plaintiff claimed. Shortly after the conveyance to F. he told A. that he would not live on the land, or have anything to do with it. A then procured some one to look after it for her, and about sixteen years before this action two sons of A. settled upon the west half of the lot upon the understanding that they were to have the whole land, each paying her $50 on account; but no deed was executed to them till 1875. They paid taxes on the whole lot, and cut timber at times upon the east half. In 1871 E., having obtained a conveyance of the east half, had a line run between the east and west halves, and cut timber on the east half. An action of trespass was brought against him by A.'s sons, which he settled. The east half was neither cleared, fenced, nor cultivated.

Held, CAMERON, J., dissenting, that those claiming under A. in 1873, when 36 Vic. ch. 18 was passed, were not in "actual possession or enjoyment" of the east half, contrary to the terms of the conveyance within the meaning of the proviso at the end of sec. 13 of that Act, and therefore that A.'s conveyance to F., void in its inception, was validated by sec. 12 of the Act (R. S. O. ch. 128, sec. 13), and the plaintiffs were entitled to recover.

Per CAMERON, J., the possession of A., and those claiming under her, must be construed with reference to her paper title to the land, which remained in her, as her deed to F. was void, and it must therefore be held to have extended to the whole lot, and not only to those parts actually occupied as in the case of a trespasser, and therefore the case fell within the exception in the Act, and the deed was not validated thereby. *Elliott* v. *Brown et al.*, 352.

[Appealed and stands for argument.]

3. *Tenancy at will—Trustee and cestui que trust*—R. S. O. ch. 108, sec. 5, sub-sec 7, 8.]—Whenever a new tenancy at will is created, this forms a fresh starting point for the running of the Statute of Limitations.

Therefore where A. was let into possession of certain lands as tenant-at-will to B., in 1870, and B. died in 1878, having devised the lands to trustees in trust for A. for life, and then in trust for C., which devise A. in no way refused, but continued in possession ostensibly as before, and now claimed title by length of possession against the said trustees and C.

Held, that A. must be presumed to have accepted the devise, and his retention of possession must be attributed to his rightful title under the devise; and therefore even if A. could be considered as tenant-at-will to his trustees, and capable of acquiring title by possession as against them and C., which under R. S. O. ch