

9th. There was clear evidence of the Plaintiff's grantors having possession in 1856—lines 74, 77, 79, 83, 135, 146, 167, 182, 187, 193, 263, 276, 324, 327. This testimony was uncontradicted.

10th. The statements of Stanford were more than the mere admissions, which the Judge below seemed to regard them, they were disavowals of his having any right or seeking to establish such, and would bind him.

11th. The statements of Stanford to Plaintiff amounted to an estoppel.

12th. The evidence of the Defendant that he kept up the fences until Stanford's death was fully contradicted both by the Plaintiff's witnesses and his own.—(Lines 137, 192, 383, 434, 451, 462, 505, 530, 589, 594.

13th. There was no evidence of possession in Stanford for three years after 1856. Defendant was out of the Province during that time and cannot pretend that he then held for Stanford, and the evidence of the Company's possession, referred to in the 9th reason is in no other way met (line 363,382). 190

14th. Defendant bought, with knowledge of Plaintiffs, adverse possession and claim of title.

15th. The evidence of Hendry, which the Judge below considered decisive, was only evidence of a survey, as between Falconer and the Company; and even if it did affect the locus there was no authority shewn in Charles Fairbanks to bind the Company. The line which he ran was the north-west line of the Canal property, as represented in Hall's plan. The whole of the disputed land lies outside of that line and may still have belonged to the Company. The admission, at most, was only an admission that the locus was not within the line on the Hall plan, which did not profess to include all the property which the Company owned, but only their main or "Canal" property, as mortgaged to Blowers and George. 200

16th. The Executors of Stanford seem to have been at least doubtful of their testators' title to the locus. By Mr. Grey's evidence it appears that Defendant's Deed includes all Stanford's Real Estate, and covers the locus—their advertisement of the Real Estate omitted the locus, and that only, of all the properties mentioned in the Deed, and it professed to be an advertisement of "the Estate of the late James Stanford." Mr. Gray's evidence seems to be that the property of Stanford was the Tannery lot and the Hobin lot merely.

17th. The Judge below was mistaken in supposing that the line referred to by Hendry as having been run by him was the dividing line between the lot number one and the lot to the north of it. The line which Hendry ran was the line of the property mortgaged by the Shubenacadie Canal Company, and which ran nearly parallel to the locus, and could not be the dividing line. 210