

from that date he was the legal owner. There was no legal proof either of the bond or of the deeds, and his right must depend on his title acquired by possession.

As to the second point, I think the defendant having held the land on which the house was built for over 20 years and when a division was made, his possession was recognised, and land on which the house was built having been conceded to him, the right of way was gained exactly as if part of defendant's lot. Some contention was made that he was merely a tenant at will during the first 9 years of his occupancy, but I think that after the first year, he having contracted to purchase, he was not a tenant at will but equitable owner until it ripened into a title either by deed or his possession. Apart however from the question of the location of the house, it was proved that he used the road to go on to his own land in rear for the purpose of working the same, which appears to me to do away with any difficulty on that question.

In my opinion defendant is entitled to judgment with costs.

NOVA SCOTIA.

SUPREME COURT AT WINDSOR.

MAY 28TH, 1909.

FINLEY v. MILLER.

*Contract — Landlord and Tenant — Lease — Rent — Lessor
Boarding with Lessee.*

E. J. Morse, for plaintiff.

B. T. Graham, for defendant.

TOWNSHEND, C.J.:—This plaintiff married defendant's adopted daughter, and having no home of his own where he could take her at once, resided in the house of defendant. Defendant had a small place in which he kept a store and also entertainment for travellers. Shortly after the marriage, negotiations took place between plaintiff and defendant under which plaintiff agreed to purchase the property. These negotiations went off, and a new arrangement was made by which plaintiff leased the property from defendant, the latter keeping a room for himself, and was to board with plaintiff. Defendant had in his house, as he