lor, 11 A. & E. 527. The defendant remaining out of possession of this undivided half, when he had a right to it—the discontinuing possession by those under whom defendant claims, and by the defendant, results in an extinguishment of the defendant's claim: see sec. 15 of ch. 133, R. S. O.

It was shewn that the plaintiff attended and bid at the sale of this property under a mortgage given by the defendant, and it was contended that he thereby admitted defendant's title to this property, subject to the life estate of plaintiff's wife. These were only oral admissions, if admissions at all, and are of no avail to the defendant; and the plaintiff contends that in attending the sale he did so knowing that the wife had for life only the one undivided half.

On the 24th December, 1887, the defendant Beaque Rupert bought the interest of the wife of the plaintiff in the south half of the south-west quarter. The plaintiff joined in the conveyance. Beaque Rupert subsequently gave a mortgage upon the property, always describing it as the south-west quarter, although he occupied only the south half of the south-west quarter. On the same day that Beaque Rupert obtained the conveyance from the plaintiff and wife, he mortgaged to one McMillan, but there is no evidence that either plaintiff or wife knew at that time of that mortgage, nor did plaintiff know of the mortgage to defendant Newman. Although the fact is that plaintiff did not, beyond what appeared from his possession, assert any title, on the other hand he did not represent to Newman or to any one on Newman's behalf, that he had no claim except in right of his wife. So I think there is no estoppel against the plaintiff and in favour of Newman's mortgage.

It is contended that this conveyance defeats plaintiff's claim, (1) as an acknowledgment in writing of defendant's title; and (2) as shewing that the possession was not of right as owner, or in such a way as to acquire a title under the statute.

It is certainly an acknowledgment in writing, but it has been held that such is not sufficient after the title of the former owner has been extinguished. When that admission was made, the title of plaintiff to the one undivided half had been perfected, and the title of Beaque Rupert to that undivided half had been lost. Doe d. Perry v. Henderson, 3 U. C. R. 486, is authority for plaintiff that acknowledgment in writing after expiration of statutory term would not have the effect of revesting title. This case is important as to oral admissions. Also see Armour on titles, 3rd ed., p. 299, and cases there cited.