

the following spring he took away the fence between the two places, and thereafter continued to work the whole 4 acres (with the exception of a small plot by the house) as one. Mrs. Stewart continued to reside in her house until the autumn of 1906. She died in February or March, 1907.

He claims either by this alleged gift or by the Statute of Limitations.

The defendant, I judge by his demeanour and conduct in the witness box, is not worthy of credence, and nothing is to be taken or accepted as proved in his favour by his evidence. So far as any matter in favour of the defendant is concerned, his evidence is to be entirely disregarded. The evidence called to corroborate the defendant in respect of the alleged gift of the land, I am not satisfied with. For example, Howell, though he says that Mrs. Stewart told him that she had given the piece of land to Mike and his little family, also says that he understood that Mike had the place rented from her. His recollection I do not rely upon, and Mrs. Lamb, wife of the defendant, I do not credit. None of these witnesses by their demeanour impressed me favourably, very much the reverse indeed.

I find that no such arrangement has been proved. But that there was a contract between Mrs. Stewart and the defendant, I think is proved.

In a conversation with Martin Sears, which I find did take place substantially as Sears gives it, the defendant said that he had the place rented from Mrs. Stewart at \$12 a year. Taking all the evidence, I find that Mrs. Stewart rented to defendant the land in question, all but the house she continued to occupy and the small piece of land adjoining, for a rental of \$12 per annum. I find that this arrangement was not made until the autumn of 1897. My reasons for so holding, amongst others, are as follows. I believe that the defendant made an arrangement with Mrs. Stewart, but not that for which he contends, and that this arrangement was made in the summer or autumn immediately before he removed the fence between the two lots.

The evidence as to the time at which the fence was so removed is conflicting. Upon full consideration of the evidence, and notwithstanding the evidence called to corroborate the plaintiff, I remain of the same opinion as I was at