

The learned Judge of Appeal said that a perusal of the evidence had not raised a doubt in his mind as to the correctness of the finding of fact of the trial Judge.

It was established that the plaintiff Robert Goodchild in 1900 entered into possession of the property under an unenforceable agreement made between the father and son, that the son should enter upon the property and that it was to be his; and, pursuant to that understanding, he entered and built upon the property a house and other buildings, took his family to reside there, and cultivated the farm, continuously residing on it and receiving from it the proceeds of all that was grown.

His father, John R. Goodchild, and his brother, James, resided across the road from Robert on the farm known as "The Homestead," and the three men assisted one another in the working of the two farms—they traded work—and in that way the father continued to enter upon Robert's place up to 1909, when he went to reside at Amherstburg. Counsel for the appellant referred to these and other acts to shew an adverse entry; but, according to *McCowan v. Armstrong* (1902), 3 O.L.R. 100, and the authorities therein collected, there was no entry by the father, followed by a new tenancy, sufficient to establish a new starting-point for the statute, which had already commenced to run; and, therefore, the plaintiffs' case was made out.

*Appeal dismissed with costs.*

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FIRST DIVISIONAL COURT.

APRIL 16TH, 1918.

EAST v. HARTY.

*Principal and Agent—Husband and Wife—Erection of Building on Wife's Land—Contract Made with Husband—Agency of Husband for Wife—Evidence—Election—Ratification—Estoppel.*

Appeal by the plaintiffs from the judgment of KELLY, J., 12 O.W.N. 413, in so far as it dismissed the action as against the defendant Margaret Harty.

The appeal was heard by MACLAREN, MAGEE, HODGINS, and FERGUSON, J.J.A.

R. T. Harding, for the appellants.

Frank Denton, K.C., for the defendant Margaret Harty, respondent.