

At the sale the defendant himself bought the horse in, and thereafter claimed to own him.

The right given by the statute is a right to sell. Manifestly this must be a sale to some third person, and the vendor cannot himself be the purchaser.

At the trial I gave leave to amend by alleging conversion, and left to the jury only the questions of the value and of the amount due for board.

There will, therefore, be judgment for the net sum of \$300 and costs.

There was no evidence whatever given in respect of the allegation in the statement of claim as to discouraging bidding at the sale; nor was any evidence tendered on the part of the defendant to support the allegation contained in the fourth paragraph of the defence.

I do not think it is a case in which I should interfere as to the scale of costs.

LAPORTE v. WILSON—LENNOX, J.—MAY 5.

Landlord and Tenant—Purchaser from Landlord—Acceptance of Rent—Tenancy from Year to Year—Termination—Notice—Proof of Title—Ejectment.—Action to recover possession of land and for rent, damages, etc. The learned Judge said that the plaintiff claimed title in fee simple to the property in question under an alleged deed from Richard Stephens, but adduced no proper evidence of the title of Stephens or the execution of the deed. As the defendant alleged a tenancy, and that subsequently he purchased from the same person, Richard Stephens, and as the defendant actually proved a tenancy derived from Richard Stephens, the want of clear proof upon this point might not be an answer to the plaintiff's claim. The failure to prove the execution of the deed was a fatal objection; but this point was not necessary to the determination of the case. The defendant was in possession at the time of the plaintiff's alleged purchase, as the plaintiff knew. The evidence shewed that, on the 1st September, 1909, the defendant became a tenant of the premises in question for a year certain, and entered into possession under an agreement with the alleged owner, Richard Stephens. He had been in possession ever since. Remaining in possession with the consent of his landlord, and paying, and the landlord accepting, rent as before, he became a tenant from year to year, beginning on the 1st September, 1910. This tenancy could be determined