

The Dominion Coal Co. expropriated the land and paid the compensation money into court under provisions of the Mines Act and there was a contest as to who was entitled to the money.

Held, that the judgment in ejectment after the expiration of 20 years from its date could not be enforced.

Assuming after J. L. moved away that for many years there was no one in actual possession, the possession must be deemed to have been in those having the legal title, the heirs of J. L.

That acts of possession under a deed given subsequently to 1907 by T. L. were not sufficient to displace the legal title of the heirs of J. L. among whom, and their assignees, the fund should be distributed.

H. Mellish, K.C., W. H. Covert, T. R. Robertson and Finlay McDonald, for various parties.

Province of Manitoba.

COURT OF APPEAL.

Full Court.] POLIQUIN v. ST. BONIFACE. [May 20.
*Specific performance—Pleading—Estoppel by signing lease—
New trial.*

In answer to the plaintiff's demand for specific performance of an alleged agreement of sale of land to him, the defendant, among other defences, set up that, "if the plaintiff was at any time in possession of the land, he was in possession only as tenant of the defendant under a lease in writing made between the defendant and the plaintiff."

At the trial before CAMERON, J., on cross-examining the plaintiff defendant's counsel produced a lease from defendant to plaintiff of the lands in question. This lease was dated some years subsequent to the date of the alleged purchase and was for a term which had expired before the commencement of the action. The plaintiff admitted his signature to the lease, but said he could not read English and that he had been induced to sign the document by misrepresentation as to its nature.

The trial judge was of opinion that plaintiff, so far as this action was concerned, was effectually concluded by the lessee and dismissed the action with costs.