

damages are recoverable in respect thereof; referring the action to the Local Master at Kitchener to assess such damages; and dismissing the defendant's counterclaim. Upon the Master's report becoming absolute, judgment will be entered for the amount which shall be found due by him, without any motion for further directions. The plaintiff's costs of the action down to and including the trial will be paid by the defendant; the costs of the reference will be in the discretion of the Master.

LENNOX, J.

JULY 10TH, 1920.

DOUGLAS v. HANNAH.

Execution—Renewal of Fi. Fa. Lands—Time for—Sheriff's Sale under Writ not Renewed in Time—Possession of Land.

Action to recover possession of land and for an account in respect of use and occupation.

The action was tried without a jury at Belleville.
M. Wright and W. Carnew, for the plaintiff.
M. H. Ludwig, K.C., for the defendant.

LENNOX, J., in a written judgment, said that the plaintiff's right depended on the validity of a deed from the Sheriff of the County of Hastings, purporting to convey the land in question, in pursuance of a writ of execution against lands of the defendant, issued on the 8th April, 1911. The writ was renewed on the 8th April, 1914, and again on the 7th April, 1917. The land was advertised for sale on the 2nd January, 1917, and on the 19th April thereafter declared to be sold to the plaintiff as the highest bidder. The recital in the deed that the writ was tested on the 22nd March appeared to be an error.

The defendant gave evidence at the trial that he sold and conveyed the land to his son on the 24th August, 1907, and that he, the defendant, had not since that date been the owner or in possession of the land. The learned Judge said that he had not to decide the question raised by that statement.

The point for decision was, whether the writ of execution was properly renewed in 1914, or whether it had expired on the 8th April, 1914, the date of the alleged first renewal.