

Plaintiffs to have leave to amend at the trial, if necessary, by striking out of the statement of claim anything making any claim under the agreement of 28th February, 1905.

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MULOCK, C.J.

NOVEMBER 14TH, 1906.

TRIAL.

HARE v. KRICK.

*Landlord and Tenant — Oral Agreement for Lease — Tenant in Possession — Disturbance of Possession — Trespass — Lease to Stranger — Notice — Registry Laws — Damages—Injunction.*

Action for a declaration of plaintiff's rights in 50 acres of land, being the south-west quarter of lot 16 in the 1st concession of the township of Rainham, and for an injunction restraining defendants from interfering with plaintiff's enjoyment thereof, and for damages for trespass.

G. Lynch-Staunton, K.C., and J. A. Murphy, Cayuga, for plaintiff.

W. M. Douglas, K.C., for defendants Krick and Maines.

S. H. Bradford, for defendant Hoover.

MULOCK, C.J.:—The 50 acres are divided into 4 fields, which are shewn on the plan filed at the trial as fields lettered A, B, C, and D, respectively.

By agreement made in the autumn of 1905, between defendant Hoover, the owner of the 50 acres, and plaintiff, it was agreed that plaintiff should put part of field D in fall wheat on shares. This was done.

In the spring of 1906, by like arrangement, plaintiff put another part of field D in peas on shares. This left a substantial part of field D in stubble.

At an interview between plaintiff and Hoover, when the latter arrangement was made, plaintiff expressed a desire to rent the whole 50 acres for two years. Hoover explained that he was in treaty with one Brett for the lease to him of the whole 200 acres, and would require Brett's consent to a lease to plaintiff for a longer period than one year. The parties differ in their account of the interview. Hoover