

exclusive use of occupants of lots in Crescent Beach tract, and to compel the defendant to remove her buildings, etc.

By her defence the defendant claimed title to the land of which she was in possession by length of possession, and in the alternative claimed the benefit of the statute as to improvements made under mistake of title.

The defendant also alleged that in August, 1894, she purchased from the association a part of the property called "the mound," which included that part of the land over which the plaintiff claimed the rights in respect of which the action was brought; that she (the defendant) paid her purchase money and at once entered into possession of what she had purchased; that by mistake a lease and not a conveyance in fee simple was made to her by the association; and that also by mistake what she purchased was described as lots 128 and 129, and that this erroneous description was by mistake followed in the conveyance to her from the association of the 12th March, 1908; and that the plaintiff purchased lots 115 to 121 from the association knowing that the defendant was entitled to the mound, and that she was and had been for many years in possession of it claiming title to it.

The trial Judge found that the defendant had purchased the mound and been put in possession of it by the association; that the mistakes which she alleged were made were proved; that her defence based upon the Statute of Limitations was made out; and he dismissed the action with costs.

The appeal was heard by MEREDITH, C.J.C.P., MACMAHON and TEETZEL, JJ.

E. D. Armour, K.C., and G. H. Pettit, for the plaintiff.

W. M. Douglas, K.C., for the defendant.

The judgment of the Court was delivered by MEREDITH, C.J., who said that, assuming that the findings of fact were warranted by the evidence, he was unable to see how, upon the present record and in an action to which the association was not a party, what would be practically a reformation of the instruments of conveyance from the association to the defendant could be adjudged. . . . Even if, as between her and the association, a case for the reformation of the instruments of conveyance had been made out, and she was in equity the owner of the land which she claimed to have purchased from the association, her equitable right could not prevail against the plaintiff, who claimed under a registered conveyance. There was no evidence to support a finding that the plaintiff pur-