

remained in possession. The defendant took possession in 1918, and this action resulted.

In the meantime, Bell, under a deed of the north half of 201, took possession of the south half and had been in possession for many years and had an undoubted possessory title.

On the 14th April, 1914, the representatives of Curry and Cameron conveyed to the defendant the north half of 204. This deed was in pursuance of an earlier written agreement made in 1907. Under this, the defendant took possession of the south half of 204, and acquired a possessory title in 1917.

In 1916 the defendant found out that there was something wrong, but did not assert what he did later. He may have desired that his title to the land of which he had possession should become secure. He now claimed two lots, one by possession and the other by virtue of his paper-title.

The defendant had no kind of moral claim to the land of which the plaintiff had had possession, as when he bought he had the parcel of which he took possession pointed out to him as being the land which he was buying, and he knew that what he now claimed was in the possession of the plaintiff's tenants.

There was sufficient possession on the part of the plaintiff to give a possessory title before the defendant took possession as against the plaintiff's tenant in 1918.

There should be judgment in the plaintiff's favour upon this ground.

The defendant claimed relief over against the representatives of Cameron and Curry. That claim failed, for the defendant had not shewn any breach by them of their covenant.

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ROSE, J.

JANUARY 4TH, 1921.

\*KORMAN v. ABRAMSON.

*Vendor and Purchaser—Agreement for Sale of Land—Purchase-price Payable by Instalments—Time of Essence—Default—Right to Declare Contract at an End—Tender—Forfeiture—Election—Waiver—Return of Money Paid by Vendor—Occupation-rent—Breach of Contract—Possession—Costs.*

An action by a vendor of land for a declaration that the purchaser had lost his rights by failing to pay certain instalments of the purchase-price at the appointed times, and for possession and for occupation-rent.