When one speaks of the possession being notorious, that means that it must be so public as that, in the natural order of things, knowledge of it would be brought home to the owner of the land so that the owner could take such steps as might be necessary to prevent the occupancy by another ripening into a title by limitation. This is unnecessary here, if the defendant's mother knew what the defendant was doing, and I think she did know it; and, therefore, I give effect to the evidence, and think the defendant William Lammiman has acquired a title by possession.

There is not a suspicion of fraud in this matter. Nancy Hillis seems to have been an honest woman. The transaction as was intended between her and the defendant William Lammiman ought not, at this distance of time, to be disturbed.

The action must be dismissed, and with costs.

DIVISIONAL COURT. APRIL 30TH, 1910.

*NEWMAN v. GRAND TRUNK R. W. CO.

Railway—Carriage of Goods—Claim for Detention—Failure to Give Notice—Condition of Contract—Construction—Misprint —"Or"—"Are."

Appeal by the plaintiff from the judgment of TEETZEL, J., 20 O. L. R. 285, dismissing the action without costs.

The appeal was heard by FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ.

H. D. Smith, for the plaintiff.

W. E. Foster, for the defendants.

FALCONBRIDGE, C.J.:—Through an obvious mistake, the word "or" appears, instead of "are," in the last line of clause 12 of the terms and conditions which are printed on the back of the shipping bill. In this form it received the approval of the Board of Railway Commissioners for Canada, and the mistake has been perpetuated in the forms used by these defendants.

The plaintiff now asks us to declare the whole clause to be insensible and meaningless, to adjudge that the Board has done something in vain, and in fact to reject the clause altogether.

* This case will be reported in the Ontario Law Reports.