

either the plaintiff, her husband, or tenants under leases, for over twenty years. The lots were part of a field which was surrounded by a fence placed there by a former owner of the field prior to the twenty years and before the plaintiff and her husband had begun to exercise any acts of adverse possession. The plaintiff had in 1882 acquired title to three of the lots and to a dwelling thereon and she and her family had lived in that house until 1891 when it was destroyed by fire. They rebuilt on the three lots in 1900 and lived there again from that time onwards. The plaintiff's husband had from time to time made slight repairs to the fence referred to. The taxes had been paid by the defendants or their testator. There was very little evidence outside of that of the plaintiff and her husband and other members of the family to corroborate their statements as to the alleged possession.

*Held*, 1. A party asserting a title to land by adverse possession should prove it most clearly. Although there is no statutory requirement that the evidence of such parties and of the members of their families must be corroborated, unless such evidence appears to be correct beyond reasonable doubt, it would be unsafe to hold that a title by possession has been gained in the absence of strong additional evidence of disinterested witnesses; and the evidence in this case was not sufficient for that purpose.

2. Permission should not be given, even if the judge had power to allow it, to amend the issue by setting up that the husband had acquired a title by possession and had given the plaintiff a quit claim deed of the property, for no one claiming a title by length of possession is entitled to any such indulgence from the Court.

*Sanders v. Sanders*, 19 Ch.D. 373, distinguished.

*Hough, K.C.*, and *Robson*, for plaintiff. *Machray*, and *Denistoun* for defendants.

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Mathers, J.] CAMPBELL v. IMPERIAL LOAN CO. [Sept. 14.

*Mortgagor and mortgagee—Redemption—Real Property Limitation Act—Constructive possession by mortgagee of vacant land—Acknowledgment to prevent statutory bar.*

Action for redemption of a mortgage in fee of the lands in question given by plaintiffs' predecessor in title. The mortgage