

plaintiffs until recently understood to have been made with another person, she must shew that there was a contract with herself: *Boulton v. Jones* (1857), 2 H. & N. 564.

The counterclaim should be dismissed with costs.

Any amendment considered necessary to set up the mistake discovered during the litigation might be made.

There should be judgment for the plaintiffs for \$7,806.65 with interest and costs.

MIDDLETON, J.

JANUARY 4TH, 1920.

BOULTON v. LAND.

Limitation of Actions—Mistake as to Identity of Lots Conveyed—Possession—Statutory Title—Evidence—Covenant—Third Parties.

Action to recover possession of the north half of lot 204 on the west side of Goyeau street in the city of Windsor.

T. G. McHugh, for the plaintiff.

F. D. Davis, for the defendant.

E. D. Armour, K.C., for third parties brought in by the defendant, and against whom he claimed relief over.

MIDDLETON, J., in a written judgment, said that many of the owners of land abutting on Goyeau street took possession of land lying to the south of the parcels actually conveyed. Possession had in many cases ripened into statutory titles, and in other cases there was not yet a statutory title; and this prevented a simple clearing of the situation by each remaining in possession of what he had, disregarding the paper-title.

On the 1st October, 1890, Cameron and Curry conveyed the south half of lot 201 to one Hawkins, and Hawkins took possession of the north half of 204, and never was in possession of the land conveyed to him.

On the 19th April, 1902, the sheriff sold to the plaintiff the estate of Hawkins in the south half of 201. This conveyance would pass to her only the interest in the land to which Hawkins was in truth entitled under the deed to him, and would not pass to him any possessory title which Hawkins had acquired in respect of 204.

The plaintiff took possession of that which she thought she had bought—the north half of 204—and until recently had