

me clear that the plaintiff had actual notice of agreement between the defendant and Holliday.

Plaintiff's actions corroborate defendant's evidence. It is not usual, or in the natural order of things, for a neighbour of a person in possession of and cultivating land, to buy and demand possession, without any previous notice to, or conversation with, the person apparently in possession as owner. The plaintiff evidently, when talking with Holliday, recalled the conversation between plaintiff and defendant. Holliday, it is said, denied that defendant had paid for the land and asserted that defendant had not paid the rent.

Upon no ground was the plaintiff entitled to the injunction granted, nor could he succeed in an action for trespass. The defendant, upon plaintiff's admission of what was told him by Holliday, was in possession as a yearly tenant. The plaintiff's action will be dismissed with costs. The injunction will be dissolved and all costs of interim injunction and of the motion to continue and the entire costs will be costs in the cause payable by the plaintiff to the defendant.

There will be judgment for the defendant upon his counterclaim. There will be a declaration that the plaintiff purchased from Holliday with actual notice of the agreement between Holliday and the defendant, and the plaintiff upon payment to him of \$500 and interest thereon at 6 per cent. per annum from the date of his purchase from Holliday, will execute to the defendant a conveyance of said land free and clear, save as expressed herein, of any lien or encumbrance of any kind created by him. Arrears of taxes, if any, will not be considered an encumbrance, and if any taxes paid by plaintiff, the amount of such shall be added to the purchase money and be paid by defendant to plaintiff. If the plaintiff has executed a mortgage upon the property as a part of purchase money or for any other purpose, the defendant will assume that mortgage as part of his purchase money. If plaintiff has paid in full, payment by defendant will be of the \$500, and interest in full.

If any difficulty arises in settling minutes or as to amount to be paid, application may be made to me to determine or to direct a reference.

Twenty days' stay.