

and also her brother, the agent, who then lived with her in the dwelling house on the premises, still continued to live with her.

The landlord permitted the tenant to remain in possession from the date of purchase until he wanted the premises; and on the 14th of April, 1909, served a notice of demand of possession on the tenant as well as on the step-father, Angus McFarlane, and the said M. F. Ronan. On the 23rd of the same month—the tenant not giving up possession—he served a further notice of demand forthwith to go out of possession of the premises, describing them in said notice—service of these notices was proved, and also admitted by counsel for the tenant. The tenant refused to go out of possession and give up the premises to the landlord. On affidavit of these facts made by the landlord, I appointed Saturday, the 1st day of May instant, to enquire and determine whether the tenant holds the possession against the right of the landlord, and whether the tenant does wrongfully refuse to go out of possession, having no right to continue therein.

On the day appointed the parties appeared by counsel.

The tenant alleges that the money paid by the landlord—the price of the lands described in the deed—was advanced by him by way of a loan to her, which was to be repaid during the coming summer; that the deed was given to secure such loan upon repayment of which the landlord was to reconvey to her the property described in the deed.

From the evidence adduced on this enquiry—indeed the fact was admitted by the tenant and her counsel—it appears that Dr. M. F. Ronan was agent of his sister, the tenant, to sell the property in question; but offers for the property were to be submitted to the tenant. Dr. Ronan, the agent, spoke to the landlord on the 3rd of December last, stating that his sister, the tenant who was going away, wanted \$500, and if the landlord would give the money he would get a deed of the property—the property being encumbered. The landlord replied that he would look into the matter. He went over the property and concluded that he might give \$400, plus the balances due on two mortgages on the property, which amounted to about \$1,700. This would make the price of the property about \$2,100. The landlord caused the title of the property to be examined, and so ascertained the encumbrances against it. He then offered \$400, and to pay the mortgages, which offer was accepted.