

the agreement between Kent and Casselman, and the assignment from Casselman to himself; and Blaney said he had the paper until about 1889, when it was lost or destroyed; and that during the time it was in his possession he kept it in an envelope, but looked at it four or five times during the period. He stated it had the signature of George L. Kent to it, which he said resembled the signature of the plaintiff to the affidavit on production sworn by him and filed in this cause.

Blaney shortly after getting the assignment from Yon took 360,000 pine shingle bolts off the lot, besides cordwood for his own use. And in 1885 or 1886 John Robins asked Blaney what timber he owned on the place, and Blaney said the oak and pine, which he sold to Robins for \$200, giving him two years in which to remove the timber. Robins did not remove the whole of the pine and oak, as the time limit was too short.

From the evidence of Robins and of nearly every other witness called, the tamarac, hemlock, and cedar on the place ten years ago was of little or no value.

William E. Irish went into possession of part of the lot as tenant of the plaintiff, Kent, in 1880, under a clearing-lease, and cleared sixteen acres. At the time he went on he said that Kent had cleared between 35 and 40 acres of the land.

According to the statement of Irish he commenced to cut timber in 1890, when Blaney (who is his brother-in-law) forbade him cutting any more. Irish then saw Kent, and wanted to buy some of the timber, and Kent, he said, told him that all the timber belonged to Blaney. He then saw Blaney again, when Blaney said if he would cut down the one original pine tree then on the lot, and draw the logs cut therefrom to the mill, he could have the remaining timber on the land. Between the time that Irish entered into this agreement with Blaney and the 1st October, 1902, Irish had taken off and sold 160 cords of hardwood. I find as a fact that for seven winters in succession Irish, while taking off timber, paid Kent for it each year by ploughing on his land and cutting firewood for his (Kent's) use. And that each year a different bargain was made.

During the time Irish was cutting the timber the plaintiff, Kent, was selling timber off the land to other persons. In 1882 he sold to Robert Parker the cedar and balsam on the lot for \$100, giving him three years in which to get it out. Parker cut timber for one year only. Kent also sold to George Dunlop the right to cut all the different kinds of timber during the years 1890 to 1897. What Dunlop took off was principally cedar, whitewood, spruce, and balsam.