

years' possession, failed in her action against a defendant (who had turned her out), on the ground that her own case shewed possession, and, therefore, a presumed fee simple, in her late husband, and shewed also that her husband left an heir. The plaintiff's possession was not connected with her husband's, and the defendant was allowed to set up the title of the heir in answer to the plaintiff's claim. As above shewn the case has been disapproved of.

If A, having no title, should acquire possession and hold it *animo dominendi* for say one year and then mortgage the property to B and remain in possession paying the interest, and then C, a stranger, acquired and held possession for less than 20 years, also *animo dominendi*, it would appear that B, the mortgagee (although neither he nor the mortgagor had obtained a title under the Statutes of Limitation) could eject C, since B would claim under the earlier possession. A's possession would be *prima facie* evidence of his seisin in fee; would be capable of conveyance to his mortgagee, and the mortgagor's possession would be attributed to the mortgagee. *Cole on Ejectment*, 462, 479 (1857). (The mortgagee, in the case above put, would, of course, not be claiming adversely to the mortgagor.) A title would, therefore, be set up good as against all persons except the true owner proving right to immediate possession. Or if, in the simpler case, without there being any mortgage, A held peaceable possession for one year, and went out of possession, *animo reverendi*, and C took possession and held it for any period less than required by the Statutes of Limitations A could in like manner eject him in reliance on his (A's) earlier possession and presumed fee simple.

The case first put of there being a mortgage is exemplified by "*Doe on the several demises of Smith and Payne v. Webber* (1834), 1 A. & E. 119. The plaintiff Payne had been in possession for a number of years, though no statutory title was relied on. Then he mortgaged the property to the plaintiff Smith, but remained in possession, paying the interest on the mortgage. After the date of the mortgage the defendant brought ejectment under