acts of ownership done by the plaintiff at all upon this unfenced portion of the land, or upon that portion which was unfenced until a comparatively recent period. It is stated in the plaintiff's own deposition that although there was no interference with the defendants or their ancestor, there was no acquiescence in their right to the land, but that there was the intention to dispute their right when, as they express it, they should be in a position to establish the true line. The effect of the evidence is, that while not acquiescing, in the sense of acknowledging his right, they were content to let things remain as they were, and to allow the claim of the defendants to that land to remain practically undisputed, with the idea of disputing it when they were in a better position to do so. Now what the statute says is this, that no entry shall be made or action brought to recover land but within twenty years—or ten years, as it is now,—after the right of entry accrues; and it defines the time when the right of entry accrues in reference to various cases. In that particular which applies to this case, it defines it as being at the time when the person who has been in possession or interested in the rents and profits of the land is dispossessed or discontinues his possession. The statute uses both these expressions; and I have always felt that the statute has not received full consideration —has not had full effect given to its language—if we treat these words, where two of them are used in the statute, as meaning exactly the same thing. The statute used these two expressions, "dispossessed or discontinued"; meaning, as I understand, to convey something different, whatever that difference is. "Discontinue" evidently refers to some act on the part of the owner; "dispossession," to some act on the part of the stranger who enters and holds against him. I am aware that it has been held to be settled law, in the construction of the statute, both in England and with us, that the owner is not said to have discontinued his possession unless there is some person in possession adversely to him. At the same time, it leaves the question open as to what is the meaning of discontinuance. These cases do not settle that there is any force to be given to that word as meaning anything different from dispossession. I think there is a difference, and the question has arisen in some cases; one of them the case of *Pringle* v. *Allan*, in the Queen's Bench, (a) in which one of the Judges—I think the late Mr. Justice Burns—gave a judgment holding rather strongly, in his view, that there was a discontinuance in that case, although I do not think that the case turned on that particular question; it went off upon another question. There the facts differ from the facts here in this particular—that what was relied upon as discontinuance was chiefly the act of a person who afterwards claimed as owner of the land, pointing it out to others as belonging to another person. There was no actual possession, no fencing. It was a very peculiar case—one which reflected a good deal of credit upon the ingenuity of the mind that conceived the idea of bringing the action. I mention that case as one in which the question of discontinuance was discussed more than any one we have had. In the present case I shall be bound to hold that the right of

(a) 18 U. C. R. 575.