

By deed of 12th April, 1831, Richard Tremain and James Tremain conveyed all these lands to the Shubenacadie Canal Company, and from this period they formed part of the property of that Company included in the chain of conveyances first above given, and covered by the mortgage from that Company to S. S. Blowers and Sir Rupert D. George.

Thus the Plaintiff claims under the Statutes before detailed, the Inquisition, and the deeds above recited, a complete title to these Lakes and all the adjacent shores and banks and especially such portions of the margin as were flooded by the raising of the waters consequent on the Company's works.

The defendants cut a quantity of ice on the First Dartmouth Lake and took it away. On the shore of the Second Lake they erected an embankment and ice-house thereon, and cut and took away a quantity of ice in front and from the vicinity of the embankment. As to the trespasses on the north-western part of the First Lake, they seek to justify under license from George A. S. Crichton, who, they allege, owned the lake and the land thereunder at that part where the ice was cut. 10

They put in a deed from the executors of James Crichton, Senior, to James Crichton, dated 1st November, 1819. Also a deed from James Crichton to Thomas Maynard *et al.*, in trust for G. A. S. Crichton, dated 19th August, 1829. Also a deed from Thomas Maynard *et al.* to George A. S. Crichton, of 22nd July, 1835. The first of these deeds includes land on the opposite or north-west side of the First Lake, containing about 36 acres. The 36 acres were, however, exclusive of the lake, because James Crichton, Senior, by agreement of 1791,—put in among plaintiff's exhibits,—had conveyed extensive easements in relation to the lake and its shores to Hartshorne and Tremain. Before the second deed passed the title of the Shubenacadie Canal Company had been acquired, and the proceedings for expropriation were put into force (1826), and the second deed, after describing the property, adds: "Save and except out of this deed such portion of the said land at Dartmouth on the lake as hath been assigned and set over by a jury to the Shubenacadie Canal Company." No grant from the Crown is produced, whereas the plaintiff claims that the Crown and the Legislature ceded the lake to the company, as recognized by this deed. 20

As regards the embankment, ice-house and cutting at the Second Lake, the defendants claim title thus:—Grant to Christian Bartlin in 1782, of 200 acres. This grant is not identified as being a grant of any land near the *locus*. The boundaries given in it are not traceable on the ground, and the grant says, "according to the plan annexed," while no plan is produced. 30

It is alleged that this grant was partitioned among the heirs, and that lot No. 5 on the partition fell to Susan Bartlen, who married Moreland and died a widow; she devised it to her executor, who renounced, and her administrator with the will annexed, conveyed to Michael Hurley, who in 1856 conveyed to Peter Laidlaw. Peter Laidlaw's widow married Samuel Chittick, and the other defendants claim to be his servants or partners. The defendants contend that this title covers the shore of the Second Dartmouth Lake on which the embankment and ice-house stand, and they contest the expropriation by the company.

As regards the cutting of ice on the south-eastern shore of the First Lake, the defendants claim a title as follows:—They begin with the deed put in evidence by the plaintiff from the executors of James Crichton to Lawrence Hartshorne, dated 20th February, 1815. Passing by the deed from Hartshorne to Richard Tremain, 13th October, 1815, and the deed from 40