

The onus of proving the exact location of the old wire fence was upon the defendants. Their evidence upon this point has been, in my judgment, outweighed by that of the plaintiff, and I cannot now be asked to conjecture just where the wire fence actually did stand, and so find all the elements necessary to make a complete and perfect possessory title. There must, therefore, be judgment for the plaintiff for the possession of the strip of land in question with the costs of this action.

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HODGINS, LOCAL JUDGE.

FEBRUARY 19TH, 1906.

EXCHEQUER COURT IN ADMIRALTY.

UPSON-WALTON CO. v. THE "BRIAN BORU."

*Ship—Supplies—Maritime Lien—Charterparty—Authority of Foreman of Lessees—Supplies Charged to Ship.*

Action to recover the value of certain supplies to the above named ship and others. The statement of claim alleged that "the said supplies were furnished to the said ships at the request and by the direction of the Donnelly Construction Co. at the port of Cleveland, Ohio, United States of America, which company was in charge and full control of the said ships at the time, and said supplies were furnished upon the credit of the said ships, and not merely on the personal credit of the said company, and the said supplies were for the necessary use of said ships."

The owners of the ships intervened and filed a statement of defence alleging that when the said supplies were furnished, "the said ships were owned by the Dunbar and Sullivan Dredging Co., but were under charter to, operated by, and in charge and full control of the Donnelly 'Contracting' Co., to the knowledge of plaintiffs, and if such supplies were furnished at the request of and by the direction of the Donnelly Construction Co., as alleged in the said claim, such supplies were so furnished solely upon the personal credit of the said Donnelly Construction Co."

E. S. Wigle, Windsor, for plaintiffs.

F. A. Hough, Amherstburg, for defendants.