that he had experienced much difficulty and felt much doubt as to the disposition of this case. He had no remarks to make as to comparative demeanour of parties or witnesses. But he thought that the defendants were entitled to succeed. Exhibit 4, which came from an entire book of duplicate manifests used by the Onion Growers, did not indicate a sale, and the witness Large swore that he mailed the original to the plaintiff Jasperson. Two months after the alleged sale, viz., on the 11th December, the plaintiff Jasperson wrote a letter to the defendant Selkirk which did not in its terms claim a sale, but only complained that he "should have his money for them" (the onions)—"I understand other parties up here who shipped their onions after I did got their money long ago." And the evidence of independent witnesses favoured the defendants' contention. In all the circumstances, it was not a case for costs either between the original parties or as between the defendants and the third parties. It was a case of hardship. Action and counterclaim dismissed. J. H. Rodd, for the plaintiffs. R. L. Brackin and W. T. Easton, for the defendants. W. H. Furlong, for the third parties.

TANNER v. SUTOR—BRITTON, J.—JAN. 15.

Title to Land—Lost Deed—Failure to Prove—Reference in Will to Deed—Recovery of Possession—Lien for Improvements Made in Mistake of Title—Damages for Removal of Chattels.]—Action for a declaration that the defendant has no right or interest in a certain parcel of land, part of lot 4 in the 3rd concession of the township of Seneca, on which land there is a barn, erected in 1867; and for damages for the wrongful and improper removal of certain chattels from the barn. The action was tried without a jury at Cayuga. BRITTON, J., in a written judgment, said that it was admitted that the land in question was originally owned by James Tanner the elder, the father of the plaintiffs. He had a good title, and the plaintiffs, claiming under him, had a good title, unless it was displaced by something he had done. In 1872 he made a conveyance to his son James, but this was of 50 acres of lot 3 and a half-acre piece, described by metes and bounds, in lot 4. The description of the half-acre did not include the land on which the barn was built. The allegation of the defendant that a certain deed had been executed and lost had not been proved; and the mere statement in the will of James Tanner the elder that such a deed had been executed, was not proof. The reference in the will was a mistaken reference. The learned Judge said that he could not find in the evidence anything to prove that