the land in question, or that he had abandoned it, so as to estop him in equity from afterwards claiming it. *Junkin* v. *Strong*, 28 C. P. 498.

Land mortgaged by A., with the consent and approval of B., who was in possession. B. held estopped from setting up any title founded on his possession before the execution of the mortgage. *Boys* v. *Wood*, 39 U. C. R. 495.

In ejectment the plaintiff claimed the land as part of lot 3, and defendant as part of lot 4, each having a patent for their respective lots. It appeared, however, that the defendant, though his patent was subsequent to the plaintiff's, was the first to purchase from the Crown; and that he and the plaintiff had been occupying the respective lots for some years previous to the issue of either patent; that the piece in dispute was sold by the Crown lands agent to defendant as part of lot 4, and that he then took possession of it as such, continued to occupy it without any objection from plaintiff, and cleared a large portion thereof, and erected a house and barn thereon of much greater value than the land itself; that the plaintiff when applying for his patent, filed an affidavit made by defendant that there was no one in adverse possession of lot 3, upon which the lot, including this piece, was granted to the plaintiff:—Held, that the plaintiff was estopped in equity from setting up title to the land in question as being part of lot 3, and an equitable defence, setting out these facts, was directed to be added, and a verdict to be entered thereon for the defendant. *Stevens* v. *Buck*, 43 U. C. R. 1.

**Tenant Acting as Arbitrator in Expropriation of Leased Land.**]—The defendants' railway passed through certain land of which C. was owner and the plaintiff a tenant for years. In 1853 an arbitration was held to determine the sum to be paid to C., and the plaintiff being appointed arbitrator on his behalf concurred in making an award, saying nothing then of any claim on his own part; but in 1855, more than six months after the company had taken possession of the land, he brought trespass against them. Semble, that the plaintiff, by his conduct, had estopped himself from making any claim against the company. *Detlor* v. *Grand Trunk R. W. Co.*, 15 U. C. R. 595.

**Tenant**—*Offer to Give up Possession.*]—Defendant had been tenant to the plaintiffs at a yearly rent, payable quarterly, for a term which expired on the 1st June, 1859. About that time a new lease was agreed upon between them at an advanced rent, but none was executed owing to objections raised by defendant to the draft. Defendant paid a year's rent, and another quarter having fallen due, the plaintiffs distrained, but they afterwards abandoned the proceeding, and on the 17th September, 1860, the plaintiffs' attorney served a written demand of possession on defendant, who told him that was just what he wished, and that the plaintiffs might have the place. He refused, however, to go at once with the attorney and give it up, saying that he wished first to remove some things. Nothing more was done, and the plaintiffs three weeks after having brought ejectment, defendant, besides denying their title, claimed to hold as their tenant:—Held, that the plaintiffs were entitled to recover, for, 1. The defendant, having denied their title, could not insist upon notice to quit; and 2. He was estopped by his offer to leave the place. *Cartwright* v. *McPherson*, 20 U. C. R. 251.

**True Owner Allowing Title to be Claimed.**]—If the true owner of goods so conduct himself as to enable another, who has the possession, but not the property, of such goods, to hold himself out to the world as the real owner, the true owner is estopped from denying the title of an innocent purchaser for value. The possession of property attached to the realty, which thereby becomes realty, is a sufficient indication of ownership to estop the real owner as against an innocent purchaser for value. *McDonald* v. *Weeks*, 8 Gr. 297.

**Trust**—*Denial of Interest.*]—A. took a conveyance as trustee for B. B., in answer to a bill by a person claiming the property against both, was induced by A. to swear that he (B.) had not any interest in the property:—Held, in a subsequent suit by B. against A., that B. was not precluded from shewing the trust. *Washburn* v. *Ferris*, 14 Gr. 516, 16 Gr. 76.

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*See* CROWN, VIII. — PRACTICE — PRACTICE AT LAW BEFORE THE JUDICATURE ACT, VII.

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## ESTREAT.

*See* RECOGNIZANCE, II.

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## EVICTION.

*See* LANDLORD AND TENANT, XII.

END OF VOLUME ONE.

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