small additions made after his death. The defendant had, since the death of Houle in 1895, by herself or her tenants, been in actual, constant, and visible occupation and possession, to the exclusion of the plaintiff, of the 15 acres referred to, and was entitled thereto as against the plaintiff.

The defendant contended that her possession and occupation extended to the whole 100 acres, and relied on payment of taxes etc. The learned Judge said that the payment of taxes for the whole of the lot by the occupant of the enclosed portion was not, in the circumstances, an act so enuring to the benefit of the person paying as to deprive the owner of the remaining part of his right thereto. The land outside the 15 acres was uncleared and uncultivated; the defendant's cattle and the cattle of the plaintiff and others had been allowed to roam and pasture thereon, and the defendant had taken firewood therefrom; it appeared to be used as common land; and the right of the plaintiff, the registered holder of the title, was not barred: Harris v. Mudie (1882), 7 A.R. 414; McIntyre v. Thompson (1901), 1 O.L.R. 163; Huffman v. Rush (1904), 7 O.L.R. 346; Halsbury's Laws of England, vol. 19, p. 110, para. 203.

Judgment for the defendant for the enclosed part of the land, about 15 acres; judgment for the plaintiff for the remainder; no costs.

LENNOX, J. NOVEMBER 13TH, 1916.

*SUSSEX v. ÆTNA LIFE INSURANCE CO.

Insurance—Life Insurance—Default in Payment of Premium at Stipulated Time—Conditions of Policy—Construction—"Privileges" — "Insurability" — Reinstatement—Evidence—Proof "Satisfactory to Company."

Action for a declaration that a policy of life insurance issued by the defendants to the plaintiff on the 24th March, 1914, was a valid and subsisting security, or that the plaintiff was entitled to have the policy reinstated under the 14th condition thereof, and for an order directing the defendants to reinstate the policy.

The insurance was for $3,000. The plaintiff agreed to pay 20 consecutive annual premiums of $80.04 each, and he paid the first and second. The third fell due on the 21st March, 1916, and was not paid, nor was it paid within the 31-days' grace allowed.