brother; a creditor filed a bill impeaching the sale as fraudulent; part of the consideration was said by the defendants to be a pair of horses and waggon of the value of $200; but the parties had fraudulently given out after the sale that these horses were still the horses of the brother who had bought the land, and in this way had misled the plaintiff and other creditors:—Held, that this brother was estopped from afterwards setting up against the creditor that the $200 had been paid in that way, and, the plaintiff's debt being less than that amount, he was held entitled to a decree for payment, or in default a sale of the land. *McCarty* v. *McMurray*, 18 Gr. 604.

Invalid Sale at Instance of Heirs.]—In ejectment by the sons-in-law and daughters of an intestate, to recover possession of lands sold under an invalid fi. fa., it having appeared that the former, being tenants for life, had suggested and urged the sale in question for their own benefit; and that the party (a creditor of the estate of the intestate), for whose benefit the intended conveyance on such sale was made, had changed his position, and had assigned the judgment under which the sale took place, for the benefit of one of the male plaintiffs, and at his request:—Held, an estoppel in pais which barred the male plaintiffs, particularly after the lapse of nearly, if not quite, twenty years, from disputing the validity of said conveyance; and that the bar was not removed by their having joined their wives with them in the action in which the validity of such conveyance was questioned. Semble, that there was no evidence of conduct on the part of the female plaintiffs to establish an estoppel against them, and that on the death of their husbands the only estoppel created would cease to operate against them. *Ingalls* v. *Reid*, 15 C. P. 490.

Lease to Wife with Husband's Assent.]—Assumpsit for money lent and money had and received. On the 6th September, 1842, the wife of the plaintiff, with his assent, in consideration of £79 paid (the money being the proceeds of the sale of her lands), obtained from the defendant a lease of certain premises to hold to her own use, during her natural life, the defendant covenanting at the expiration of the lease to pay Hannah Healey, her heirs or assigns, the sum of £50:—Held, that the plaintiff's remedy, if entitled to sue for the £50, must be under the lease in an action of covenant; and that having assented to the demise to his wife, he could not now sue for the consideration money paid, or as money had and received to his use. *Healey* v. *Bongard*, 1 C. P. 212.

Married Woman—*Sale as Spinster.*]—A married woman, owner of real estate, representing herself to be, and selling it as a spinster, is not entitled in equity to set up that the sale was void because of the conveyance not having been executed in conformity with the statutes as to the conveyance of land by married women. *Graham* v. *Mencilly*, 16 Gr. 661.

Mortgage—*Adverse Claim by Witness.*]—In 1870, the defendant, under agreement therefor with his father, the owner of a farm, went into possession of a certain portion thereof, and remained in possession sixteen years. The exact nature of the agreement did not appear, but it pointed to the ownership in defendant of the portion occupied. In 1876, the father executed a mortgage of the whole of the farm to a loan company, which was witnessed by defendant, who made the affidavit of execution on which the mortgage was registered. The defendant swore that he was not aware of the contents of the mortgage, nor that it included the portion of which he was in possession. In 1882 the father made a mortgage to the plaintiffs also of the whole lot, and on default the plaintiffs brought an action to recover possession of the portion occupied by defendant:—Held, that the evidence shewed that the defendant had been in exclusive possession of the land occupied by him for the statutory period so as to acquire a title thereto by possession; and that the fact of his being a witness to the mortgage to the loan company and its subsequent registration, under the circumstances, did not by virtue of s. 78 of the Registry Act R. S. O. 1877 c. 111, create an estoppel. *Western Canada Loan Co.* v. *Garrison*, 16 O. R. 81.

Possession—*Attempt to Purchase.*] — In ejectment:—Held, that it was no admission of the title of the party through whom defendant claimed, that the party through whom plaintiff derived title had, long after his title by possession had matured, filed a bill in chancery against the former for specific performance of an agreement for sale of the land in question to him. *Mulholland* v. *Conklin*, 22 C. P. 372.

Possession—*Invalid Title.*]—L., a married woman, about the year 1830 assumed to devise certain land to her daughter P. and her husband O. for their lives, and thereafter to their children. T. (one of the children) went into possession of part of it, at the instance of O., about 1855, and built thereon and remained in undisturbed possession for over twenty-eight years. Those who were entitled in remainder under the will (the life estate having expired) brought an action to have the land partitioned or sold, and T. claimed his part by length of possession:—Held, that although T. might be estopped from denying the title of L., still he was not estopped from denying that L. had transferred her title to those now claiming, and that as they claimed under the will of L. (a married woman), made in 1828, before there was power to devise, and so void on its face, they had no title, and T. must succeed. Board v. Board, L. R. 9 Q. B. 48, and Paine v. Jones, L. R. 18 Eq. 320, distinguished. *Smith* v. *Smith*, 5 O. R. 690.

Possession—*Right to Assert Title.*]—In 1836, the plaintiff became the owner of and went to reside on lot 22, but by mistake occupied the four acres in question, being part of lot 23, as part of lot 22, and as such in 1838 cleared and fenced it. In 1868 the plaintiff's son, who had always resided on lot 22 with his father, and for many years had worked it, purchased with the plaintiff's knowledge and assent lot 23, which he worked jointly with lot 22, the whole crop going to the father to do as he liked with. In 1875 the son sold lot 23 to the defendant, the land in question still and for a long time thereafter continuing within the plaintiff's fence. There was some evidence given to shew that the plaintiff had warned his son that he would never own the piece in question, but it did not clearly appear whether this was at the time of or after the purchase:—Held, that there was nothing in the evidence, more fully set out in the case, to shew that the plaintiff by his acts or conduct had ever led to the belief that he did not intend to assert his possessory title to