

entering upon and tearing off half the roof of the plaintiff's house.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LENNOX, and ROSE, JJ.

D. O. Cameron, for the appellant.

A. J. Anderson, for the defendant, respondent.

RIDDELL, J., read a judgment in which he said that Mrs. Crawford was the owner of an old house occupied by the plaintiff. In May, 1916, the defendant bought the house from Mrs. Crawford for \$50, agreeing to tear it down and remove it from the land on which it stood on or before the 23rd June, 1916—"otherwise I forfeit my \$50 and have no claim for damages or costs." On the same day in May, the defendant sold the house to the plaintiff, on precisely the same terms. The plaintiff began to tear down the house, but stopped, and it was not removed by the 23rd June. The result was that the plaintiff forfeited the house to the defendant, and the defendant to Mrs. Crawford—if the forfeiture were insisted upon. Mrs. Crawford's solicitor, on the 7th September, 1916, wrote to the defendant saying that he must remove the house by the 11th September. The defendant gave the plaintiff a copy of the letter; the plaintiff pulled down a little more of the building, and stopped again. Nothing more was done until the 12th April, 1917, when the solicitor for Mrs. Crawford wrote the plaintiff that he must vacate the property and must not remove any portion of the house or do any damage to it. He did not vacate, and he did no more pulling down. On the 9th July, 1917, the defendant notified the plaintiff to tear down and remove the building within 5 days; this not being done, the defendant on the 26th July went on the premises and removed part of the roof of the house.

The plaintiff sued for damages for the wrongs which he alleged were done him.

Mrs. Crawford by the letter of the 7th September recognised the defendant's right to the house; and his conduct was a recognition by him of the plaintiff's right. But Mrs. Crawford's letter of the 12th April to the plaintiff put an end to any right he might have against Mrs. Crawford.

Where any one is in peaceable possession of land, another who enters upon him cannot justify under the rights of a third person, unless he is acting for and under that third person. The defendant did not act and did not affect to act for Mrs. Crawford; and, therefore, he could not set up her right.