

sion to the tenant, the question may be raised because the possession is not the same."

The learned County Court Judge in his decision takes the same ground as Williams, J. He says: "Plaintiff never went out of possession nor delivered back the premises to Mr. McAlpine, which, I think, he was bound to do before he could dispute his landlord's title, nor was he evicted by one having a superior title to his landlord." I presume the Court found there was a constructive eviction, and the letting of the premises by A. in his personal capacity was the same as if he demised as administrator of B. Let us suppose that A. was entitled to the possession of the demised premises in his own right adversely to B.'s right, would the proceedings that were taken preclude him from claiming the premises? In other words, having been brought in as administrator, was he bound to disclose his title? I apprehend from the decision that he was so bound. The head-note in the report of *The Mayor, etc., of Poole v. White* is as follows: "In an action of covenant on a lease the defendant pleaded that before the making of the lease one P. impleaded the plaintiff's lands; that the plaintiffs were found by the inquisition to be seized of the demised premises, which were then leased to T.B. for seven years, subject to two mortgages; that the sheriff delivered the premises aforesaid to P. to hold until the damages should be fully levied; that before any rent became due, P. by virtue of the said delivery to him, ejected, expelled and put out the defendant therefrom. The plaintiffs traversed the eviction in the words of the plea. It was proved at the trial that P. demanded rent of the defendant, and threatened, if he did not pay, to turn him out, whereupon the defendant paid P. three-quarters of a year's rent, and attorned to him without the plaintiff's knowledge:—*Held*, that P. having merely a reversion expectant on the determination of the mortgage terms, had not title to evict the defendant; that the attornment was immaterial, and the plaintiffs were entitled to succeed on that issue,—the expulsion, as pleaded, not having been established by the evidence. *Seemle*, that where a party being entitled to evict another in occupation of premises proceeds to exercise his right, upon which the tenant consents to change the title under which he holds, and attorns to the claimant, that is equivalent to an expulsion."

The most that was decided here was that if proceedings were actually taken by the true owner against the tenant, that might be