

taxes and redeemed the land: it was thereafter assessed against the plaintiff, and he paid the taxes. In 1901, he rented it to one Lee by a verbal arrangement, Lee to cut ice for the plaintiff, give him what fish he wanted to use, and fix the road built by the plaintiff in 1886 or 1887, to get the stone and timbers from the beach. Lee rented the property from the plaintiff for three seasons, and went out in 1904, when Koehler bought him out, i.e., as I understand it, bought out Lee's fishing apparatus. Thereupon the plaintiff made an agreement with one O'Brien that he should have the property on the same terms as Lee; and O'Brien and Koehler (who seem to have been in partnership) occupied in this way till 1907. Then James O'Brien rented for the fishing season for \$50. The agreement was verbal, but a lease was to be drawn up. O'Brien refused to execute the lease, and the plaintiff took proceedings under the Overholding Tenants Act to put him and Koehler off. O'Brien swore that he had not rented the property, and the application failed.

Then the plaintiff, about May, 1907, procured a deed from four out of the six heirs and heiresses at law of William Wilson, that is, those living in London, the others living elsewhere not being asked.

The defendants came upon the property during last fall or the present year; Eberle buying out Koehler's right to fishing privileges; Frank Rose O'Brien, the other defendant, joining them; but none under any right from the plaintiff. They erected one ice-house of cement near and to the west of the site of the old warehouse, and apparently a little fish house, though this may have been built by O'Brien and Koehler or Lee.

Lee had been a fisherman under license, so were O'Brien and Koehler, as are the defendants; Cunningham was not.

In the statement of claim the plaintiff alleges that from 1886 he has been the owner in fee simple of the land, and that the defendants entered upon his possession.

The learned County Court Judge, at the conclusion of the plaintiff's evidence, dismissed the action with costs, saying: "I rule on the ground that there has been no sufficient evidence put in of any deed whatever or any title whatever in the plaintiff as against these defendants for the land which they are in possession of." But this must be taken in connection with what is said immediately before, on motion made for a nonsuit: "It is utterly impossible for me to hold there ever was a transfer to Poulin. There is an alleged deed, and the very man that is said to have executed it or that drew it, is not here."